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15 UNITED STATES DISTRICT COURT

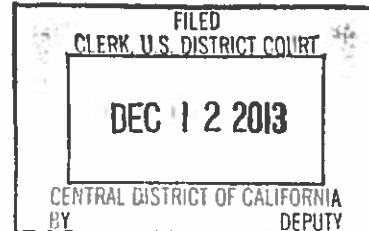
16 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17
18 UNITED STATES OF AMERICA,

19 Plaintiff,

20 vs.
21

22 ONE MICHAEL JACKSON SIGNED
23 THRILLER JACKET AND OTHER
24 MICHAEL JACKSON
MEMORABILIA;
25 REAL PROPERTY LOCATED ON
26 SWEETWATER MESA ROAD IN
27 MALIBU, CALIFORNIA; ONE 2011
28



No. CV

CV 13-09169 - CAS
(AGK)

VERIFIED COMPLAINT FOR
FOREFEITURE
IN REM

1 FERRARI 599 GTO,)

2 Defendants.)

3
4
5 Plaintiff United States of America, by and through its undersigned
6 attorneys, in a case of forfeiture *in rem*, alleges that:

7 I.

8 **NATURE OF THE ACTION**

9 1. This is an action *in rem* to forfeit approximately \$32 million in real and
10 personal property held for the benefit of Teodoro Nguema Obiang Mangue
11 (“Nguema”), the Second Vice President of Equatorial Guinea (“E.G.”) for
12 National Defense and State Security, and the son of the President of E.G. Prior to
13 being appointed Second Vice President, Nguema served as E.G.’s Forestry
14 Minister and Infrastructure Minister. This action seeks forfeiture of property that
15 was derived from violations of U.S. and foreign law pursuant to 18 U.S.C. §
16 981(a)(1)(C), and property involved in a money laundering offense in violation of
17 18 U.S.C. §§ 1956 and 1957 pursuant to 18 U.S.C. § 981(a)(1)(A). The
18 defendants *in rem* were obtained through the abuse of public office and illegally
19 laundered through financial institutions and businesses in the United States.

20 2. The defendant assets described below in paragraphs 7 through 12 are
21 also the subject of United States v. One White Crystal Covered “Bad” Tour Glove
22 et al. (2:11-cv-03582-GW), another civil forfeiture action, pending before this
23 Court. The earlier action was originally filed on April 26, 2011. Although the
24 two actions involve the same defendant assets, the probable cause evidentiary
25 basis for instituting the instant action differs from the earlier filed suit.
26 Furthermore, the instant action alleges additional facts and claims that are based in
27 part upon evidence the United States obtained after the initial suit was filed.
28

1 3. As alleged herein, Nguema exacted millions of dollars in personal
2 payments while serving as E.G.'s Forestry and Infrastructure Minister by
3 soliciting and accepting bribes and extorting forestry companies working in E.G.
4 Nguema took these personal payments in exchange for, among other things,
5 timber export licenses, rights to import equipment into E.G., unfettered and
6 unregulated access to E.G.'s forests, and the ability to continue doing business in
7 E.G.

8 4. Additionally, as the cabinet minister responsible for forestry and
9 infrastructure, Nguema misappropriated, embezzled, and stole hundreds of
10 millions of dollars of E.G. public funds by: (i) directing E.G. companies to submit
11 fraudulently inflated "bids" and invoices for government infrastructure contracts
12 that included subcontract payments to Nguema's shell companies for work that
13 was not performed; (ii) obtaining multi-million dollar contracts and payments
14 directly from the E.G. government for work that his shell companies never
15 performed; and (iii) diverting funds from the E.G. government for his personal
16 benefit.

17 5. Nguema also used a web of shell companies to carry out and conceal his
18 involvement in corruption and to mask the true sources of his wealth. Although
19 Nguema represented that his shell companies generated hundreds of millions of
20 dollars in revenue, they served primarily as receptacles for the proceeds of
21 Nguema's corruption.

22 6. As a result, despite earning less than \$100,000 per year as a public
23 official, Nguema acquired a vast fortune of more than \$300 million in assets
24 through these and other acts of corruption. His accumulation of assets outpaced
25 not only his official salary, but also outstripped even the income he falsely
26 attributed to his shell companies.

27 ///

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II.

THE DEFENDANTS IN REM

A. One Michael Jackson Signed Thriller Jacket and Other Michael Jackson Memorabilia

7. The defendant Michael Jackson Signed Thriller Jacket and miscellaneous other Michael Jackson memorabilia (hereinafter “defendant memorabilia” or “defendant Michael Jackson memorabilia”) are listed in Attachments A-1, A-2, and A-3 hereto. Of the defendant Michael Jackson memorabilia listed in Attachments A-1, A-2, and A-3, (i) six Michael Jackson Neverland Ranch Life Sized Statutes, described in Attachment A-1, are in the possession of the United States in the Central District of California; (ii) the “We Are the World” Signed Document Archive, described in Attachment A-1, is in the possession of the Government of France; and (iii) the other defendant Michael Jackson memorabilia, listed in Attachments A-1, A-2, and A-3, are believed to be located in E.G.

B. Real Property Located on Sweetwater Mesa Road, Malibu, California

8. The defendant real property, as more fully described in Attachment B hereto, is titled in the name of Sweetwater Malibu, LLC; is located on Sweetwater Mesa Road, Malibu, California, and includes all appurtenances, improvements, and attachments thereon, as well as all leases, rents, and profits derived therefrom (hereinafter “Sweetwater property” or “defendant real property”).¹

C. 2011 Ferrari

9. The defendant 2011 Ferrari is described as follows: One 2011 Ferrari 599 GTO, VIN ZFF70RCA6B0176109, its tools and appurtenances (hereinafter “defendant 2011 Ferrari”).

¹ Pursuant to Local Rule 79-5.4(e), home addresses have been omitted from this complaint.

- If necessary, request and execute a writ of entry for purposes of conducting an inspection and inventory of the defendant real property.

IV.

STATUTORY BASIS FOR FORFEITURE

17. The defendant assets are subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C) because they are property constituting or derived from proceeds traceable to an offense constituting a “specified unlawful activity.” “Specified unlawful activity” is defined in 18 U.S.C. § 1956(c)(7)(A) and (c)(7)(B)(ii) and (iv) to include, among other things, (i) foreign offenses involving “extortion”; (ii) foreign offenses involving “the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official”; (iii) foreign offenses involving bribery of a public official; (iv) transportation of stolen or fraudulently obtained money (18 U.S.C. § 2314); and (v) receipt of stolen money (18 U.S.C. § 2315).

18. The defendant assets are also subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A) because they constitute property involved in a transaction or an attempted transaction in violation of 18 U.S.C. § 1957, or are property traceable to such assets. Section 1957 prohibits the conducting of a monetary transaction with property known to be the proceeds of unlawful activity with a value greater than \$10,000, i.e., the proceeds of (i) a foreign offense involving extortion; (ii) a foreign offense involving the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official; (iii) a foreign offense involving bribery of a public official; (iv) transportation of stolen or fraudulently obtained money (18 U.S.C. § 2314); (v) receipt of stolen money (18 U.S.C. § 2315); (vi) domestic bank fraud (18 U.S.C. § 1344); and (vii) making false statements to a financial institution (18 U.S.C. § 1014). *See* 18 U.S.C. §§ 1956(c)(7)(B)(ii), 1956(c)(7)(B)(iv), and 1956(c)(7)(A) (incorporating by reference offenses enumerated in 18 U.S.C. § 1961(1)).

19. The defendant real property and memorabilia are also subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A) because they constitute property involved in a transaction or an attempted transaction in violation of 18 U.S.C. § 1956(a)(1)(B), or are property traceable to such assets. Section 1956(a)(1)(B) prohibits the conducting of a financial transaction with property known to be the proceeds of unlawful activity with the intent to conceal the nature, location, source, ownership, or control of proceeds of a specified unlawful activity, i.e., (i) a foreign offense involving extortion; (ii) a foreign offense involving the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official; (iii) a foreign offense involving bribery of a public official; (iv) transportation of stolen or fraudulently obtained money (18 U.S.C. § 2314); (v) receipt of stolen money (18 U.S.C. § 2315); (vi) domestic bank fraud (18 U.S.C. § 1344); and (vii) making false statements to a financial institution (18 U.S.C. § 1014). *See* 18 U.S.C. §§ 1956(c)(7)(B)(ii), 1956(c)(7)(B)(iv), and 1956(c)(7)(A) (incorporating by reference offenses enumerated in 18 U.S.C. § 1961(1)).

20. The foreign offenses listed above are criminalized under the law of Equatorial Guinea by the following provisions of the Spanish Penal Code in force in 1968, which is the current body of criminal law in E.G.: Article 131 (abuse of public office); Article 196 (expropriation of assets by a public official); Article 198 (taking advantage of official position to exercise a profession or involve oneself in a business directly related to scope of official duties); Articles 200 and 202 (collection of illegal taxes); Article 385 (prohibiting public officials from demanding or accepting bribes to perform a crime); Article 386 (prohibiting public officials from demanding or accepting bribes to perform an unjust act); Article 387 (prohibiting public officials from soliciting improper gifts); Article 390 (prohibiting public officials from receiving improper gifts); Article 394 (prohibiting public officials from stealing public funds); Article 396 (prohibiting public officials from embezzling funds under his care); Article 400 (prohibiting

public officials from defrauding the state); Article 401 (criminal conflict of interest by a public official); Article 404 (prohibiting public officials from taking part in for-profit transactions within the limits of their jurisdiction); Article 493 (criminal threats); Article 496 (unlawful compulsion); Article 503 (forcibly requiring someone to sign, grant or quit claim a public instrument or document); Article 514 (theft); and Articles 528 and 533 (fraud). English translations of these provisions are set forth in Attachment C.

V.

FACTS

21. On information and belief, the United States alleges the following facts.

A. Relevant Names, Entities, and Terms

22. The following individuals, entities, and terms are relevant to this Complaint.

1. *Teodoro Nguema Obiang Mangue* (“*Nguema*”) is the beneficial owner of the defendant assets, son of the President of E.G., and the Second Vice President of E.G. From 1998 to May 20, 2012, Nguema was E.G.’s (1) Minister of Forestry and Agriculture and (2) Minister of Forestry and Infrastructure. On May 21, 2012, Nguema was appointed by his father to be E.G.’s Second Vice President.
2. *Teodoro Nguema Obiang Mbasogo* is the President of E.G.
3. *Inner Circle*: A small number of individuals who hold critical positions of political and economic power in E.G.
4. *Senate Permanent Subcommittee on Investigations Report (“PSI Report”)*: Report issued in July 2004 by the United States Senate Permanent Subcommittee on Investigations (“PSI”) on money laundering and foreign corruption, which focused in part on money brought to Riggs National Bank in the United States that was suspected of being proceeds of corruption in E.G.

1 5. *Riggs National Bank* was the financial institution in
2 Washington, D.C., where the government of E.G. and members
3 of the Inner Circle maintained depository accounts from 1995
4 to 2004. Riggs was convicted in 2004 of violations of 31
5 U.S.C. §§ 5322 and 5318(g) and agreed to pay a \$16 million
6 criminal fine and a \$25 million civil penalty for failure to
 report suspicious transactions by high-risk customers,
 including the E.G. and other accounts.

7 6. *Somagui Forestal (Societe Madeira Guinea)* is a subsidiary of
8 Grupo Sofona. Both entities are E.G. companies owned by
9 Nguema through which Nguema has siphoned money from the
10 E.G. government and received illegal payments and bribes.
11 Nguema used accounts in various E.G. banks in the name of
12 Somagui Forestal to purchase and maintain assets all over the
 world, including some of the defendant assets.

13 7. *Eloba Construcccion* is an E.G. company owned by Nguema
14 and Roberto Berardi, an Italian national. Nguema has used this
15 company to misappropriate public funds and collect illegal
16 payments and kickbacks. Nguema used accounts in E.G. banks
17 in the name of Eloba Construcccion to purchase and maintain
 assets all over the world, including the defendant assets.

18 **B. Background**

19 23. Equatorial Guinea is an oil-rich country in West Africa. The
20 population in 2009 was approximately 680,000.

21 24. In 1979, the country's first president, Francisco Macías Nguema was
22 overthrown in a coup d'état by his nephew, Brigadier General Teodoro Obiang
23 Nguema Mbasogo. Thereafter, Teodoro Obiang became President of E.G.
24 (hereinafter "President Obiang").

25 25. More than three decades after seizing control from his uncle, President
26 Obiang is still in power.

27 26. President Obiang exercises plenary control over the E.G. government.
28 Nearly all positions of political and economic power in E.G. are held by the Inner

1 Circle, many of whom are relatives of the President.

2 27. One member of the Inner Circle is Nguema, President Obiang's eldest
3 son, who has been appointed by his father to various positions within the
4 government, including Second Vice President for National Defense and State
5 Security (May 21, 2012 to Present) and Minister of Forestry and Agriculture
6 (1998-2012) (at times, this position was titled Minister of Forestry and
7 Infrastructure). Nguema is the beneficial owner of the defendant assets.

8 28. Under E.G. law, the nation's mineral resources and hydrocarbons
9 belong to the public, not to individuals. *See* Ley No 8/2006, de fecha 3 de
10 noviembre de Hidrocarburos de la Republica de Guinea Ecuatorial. Similarly,
11 Equatoguinean law provides that the National Forestry Reserve is permanent,
12 inalienable, and part of the public domain, and that the National Forests are
13 reserved for exclusive economic extraction and development by the State. *See*
14 Ley No 1/1997, Sobre El Uso Y Manejo De Los Bosques ("Forestry Law").

15 29. Since the commencement of large-scale extraction of its oil reserves
16 beginning in the mid-1990s, E.G. has become a major oil and gas producer. By
17 2004, it was the third-largest oil and gas producer in Sub-Saharan Africa. Over
18 the last several years, oil and gas exports have resulted in billions of dollars in
19 annual revenue.

20 30. Despite the extraordinary expansion in the E.G. economy and E.G.'s
21 laws regarding public ownership of the country's natural resources, living
22 standards of the general population remain at a subsistence level. Meanwhile,
23 Nguema has used his position as a cabinet minister in his father's government to
24 extract enormous personal wealth from the people of E.G. and companies
25 operating in E.G. through extortion, bribery and the misappropriation, theft, and
26 embezzlement of public funds, all in violation of E.G. law.

27 31. E.G. also derives income from natural resources other than oil and gas,
28 primarily timber, its second major export commodity.

1 32. As of 2006, the Equatoguinean economy had grown 20 times larger
2 than it was in the mid-1990s, reflecting the massive revenues derived primarily
3 from oil and gas production.

4 33. At the same time, over the last several years, Nguema and other
5 members of the Inner Circle have gained enormous wealth through violations of
6 E.G. law, including extortion, bribery and the misappropriation, theft, and
7 embezzlement of public funds. Details concerning these illegal, corrupt acts are
8 set forth below at paragraphs 46 through 122.

9 **C. Riggs National Bank**

10 34. A significant portion of E.G.'s oil revenue was deposited into the U.S.
11 financial system, including into accounts held at Washington, D.C.-based Riggs
12 National Bank ("Riggs Bank"). By 2003, the E.G. portfolio had become the
13 bank's largest single customer relationship, with balances and outstanding loans
14 that together approached \$700 million. The government of E.G., Nguema,
15 Constancia Mangué (Nguema's mother), President Obiang, and other members of
16 the Inner Circle maintained bank accounts at Riggs Bank.

17 35. Riggs Bank's involvement with E.G. led to an investigation conducted
18 by the U.S. Senate's Permanent Subcommittee on Investigations ("PSI"). In
19 2004, the PSI Report concluded that Riggs Bank "turned a blind eye to evidence
20 suggesting the bank was handling the proceeds of foreign corruption."

21 36. For example, as the 2004 PSI Report explained, one account, in the
22 name of the Republic of Equatorial Guinea General Treasury, was known as the
23 E.G. Oil Account because virtually all of the deposits were payments from foreign
24 oil companies doing business in E.G. Riggs Bank records showed that President
25 Obiang approved the wire transfer of nearly \$35 million from the E.G. Oil
26 Account to two companies, Apexside and Kalunga, which appeared to be
27 connected to President Obiang, were unknown to the bank, and had accounts in
28 jurisdictions with stringent bank secrecy laws. When Riggs Bank tried to obtain

1 information about the beneficial owners of these two companies from President
2 Obiang at a meeting in Washington, D.C. on February 23, 2004, neither he nor
3 another member of the Inner Circle would provide Riggs Bank with further
4 information. That same day, Riggs Bank determined that the E.G. accounts
5 should be closed.

6 37. Riggs Bank's involvement with E.G.'s Inner Circle also resulted in
7 the criminal prosecution of the bank. After closing the E.G. accounts, Riggs Bank
8 pleaded guilty to failure to report suspicious monetary transactions by high-risk
9 customers, in violation of 31 U.S.C. §§ 5322 and 5318(g). Riggs Bank agreed to
10 pay a \$16 million criminal fine and a \$25 million civil penalty for its handling of
11 the E.G. and other accounts.

12 **D. Nguema's Acquisition of Political and Economic Power and**
13 **Influence in E.G.**

14 38. In 1991, at the age of 23, Nguema came to the United States to study
15 English as a Second Language at Pepperdine University in Malibu, California. He
16 did not live on campus; instead, he shuttled between rooms at the Beverly
17 Wilshire Hotel and a house he rented in Malibu. After five months, Nguema
18 dropped out of the program. His tuition and living expenses (including his hotel
19 bill and the rental of the house in Malibu) were paid by Walter Oil and Gas
20 Corporation, an American oil company operating in E.G.

21 39. On January 8, 1993, less than two years after he left the Pepperdine
22 program, and despite his youth and inexperience, Nguema was awarded a 20-year
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1 concession² to harvest timber from 25,000 hectares (approximately 61,000 acres)
 2 of rainforest in E.G. by his father, President Obiang. Nguema was 24 years old.

3 40. As described below in additional detail in paragraphs 70-72, Nguema
 4 acquired a timber company in or around 1994 that had been operating in E.G.
 5 After liquidating all of the company's hard assets, Nguema re-named the company
 6 Grupo Sofona ("Sofona"). Two years later, in 1996, Nguema acquired another
 7 timber company in E.G. After selling all of that company's hard assets, Nguema
 8 re-named it Somagui. In 1998, Nguema informed Riggs Bank in Washington,
 9 D.C. that Somagui was a subsidiary of Sofona.

10 41. Nguema maintains personal bank accounts and accounts for his shell
 11 companies, Somagui and Sofona, at Société Générale De Banques En Guinee
 12 Equatoriale ("Société Générale") and Caisse Commune d'Epargne et
 13 d'Investissement ("CCEI Bank").

14 42. On or around May 5, 1994, Nguema's father granted Sofona a five-year
 15 concession to harvest timber from 11,000 hectares (approximately 27,000 acres).

16 43. In addition to granting his son the right to cut timber on 88,000 acres of
 17 national forest lands, President Obiang put Nguema in charge of regulating E.G.'s
 18 entire forestry industry. In approximately 1998, at the age of 30, Nguema was
 19 appointed by his father to the newly created position of "Minister of Forestry and
 20 Environment," later changed to "Minister of Forestry and Agriculture"
 21 (hereinafter "Minister of Forestry").

22 44. In the 2000s, the rapid growth of the oil and gas sector in E.G. led to a
 23 boom in construction and other infrastructure-related activities. In or around

24 ² A concession is the exclusive right to engage in logging in certain
 25 defined areas, for a certain period of time. Forestry concessions in E.G. are
 26 awarded by either the President or the Minister of Forestry without competitive
 27 bidding. Companies or individuals awarded a concession are permitted to harvest
 28 timber in the concession. They are obliged, however, to pay the E.G. government
 for any timber actually extracted from the concession.

1 2003, President Obiang added “infrastructure” to Nguema’s cabinet portfolio,
2 appointing Nguema to be E.G.’s first “Minister of Forests and Infrastructure.”

3 45. As an E.G. cabinet minister, Nguema’s official salary was
4 approximately \$6,799 per month, or less than \$100,000 per year, according to
5 official E.G. sources.

6 **E. Nguema’s Utilization of Corrupt Schemes to Enrich Himself**

7 46. Nguema used his status as a cabinet minister and as President Obiang’s
8 son to enrich himself through the corrupt schemes described below. As set forth
9 herein, although these schemes are illegal under the laws of E.G., the applicable
10 anti-corruption laws are not enforced against members of the Inner Circle,
11 including Nguema. Instead, members of the Inner Circle are allowed to keep
12 funds obtained through corruption and to take the proceeds of their corruption
13 abroad.

14 **a. Extortion and Bribery Schemes**

15 47. Beginning in the 1990s, after he dropped out of Pepperdine and
16 returned to E.G., Nguema began demanding that businesses in E.G. – especially
17 those located in or around the City of Bata, the largest city and port in Rio Muni
18 (E.G.’s mainland), where Nguema resided – pay him personal fees to be able to
19 operate. Nguema abused his authority and influence within the E.G. Government
20 both as a member of the cabinet and President Obiang’s eldest son to make these
21 demands and to retaliate against those who refused to meet them.

22 **1. Nguema Required Timber Companies in E.G. to Pay Him**
23 **a Personal Fee to Obtain Timber Export Licenses**

24 48. Timber was E.G.’s second largest export commodity. The forestry
25 sector was supervised and regulated by Nguema’s Forestry Ministry.

26 49. In order to export timber from E.G., companies were required to,
27 among other things, apply for and obtain timber export licenses from a division of
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1 the Forestry Ministry called the Office of Supervision, Information and Promotion
2 of Forest Species ("OCIPEF").

3 50. At least as early as 1998, these licenses required Nguema's personal
4 signature. Nguema required that timber companies, such as Tromad Forestal, an
5 E.G. company, pay him personally in or around ten percent of the value of the
6 wood harvested for export. Nguema refused to sign timber export licenses unless
7 applicants first paid him these personal fees. The payments were demanded by
8 Nguema or his associates even after all other formal taxes had been paid on the
9 timber.

10 51. Between approximately 1998 and 2003, Germán Pedro Tomo, the
11 owner of Tromad Forestal and an E.G. national, regularly paid personal fees to
12 Nguema, either in suitcases of cash or with personal checks that Tomo deposited
13 directly into a bank account in the name of Somagui at CCEI Bank. Tromad
14 Forestal paid Nguema in or around the equivalent of \$700,000 in CFA Francs
15 ("CFAs") per year between 1998 and 2003 in order to export its products.

16 52. Nguema required other timber companies in E.G. to pay him or his
17 shell company Somagui in or around 15,000 CFAs (approximately \$30) per cubic
18 meter for unprocessed wood and 13,000 CFAs (approximately \$26) per cubic
19 meter for processed wood that the company wished to export. These personal fees
20 were calculated by technicians on the staff of Nguema's Forestry Ministry.

21 53. For instance, between 2000 and 2004, SITSA, an E.G. timber company
22 owned by Gerard Decoup, a French national, and Angelo Cavoza, an Italian
23 national, regularly paid personal fees to Nguema in order to obtain export licenses
24 from the Forestry Ministry. SITSA paid Nguema either by depositing funds
25 directly into Somagui's bank account at CCEI Bank or by providing money to an
26 individual named Tess, an E.G. national who served as Nguema's personal
27 secretary within the E.G. Forestry Ministry.

28 54. Between 2000 and 2003, Nguema demanded and collected from SITSA

1 10,000 CFAs (approximately \$20) per cubic meter of timber that the company
2 wished to export. In or around 2003, Nguema increased that amount to 15,000
3 CFAs (approximately \$30) per cubic meter. Between 2000 and 2004, SITSA paid
4 Nguema in or around the equivalent of \$2.5 million dollars in corrupt personal
5 payments in order to export its timber.

6 55. Companies that refused to pay Nguema were prevented from exporting
7 their timber from the Port of Bata, where nearly all of E.G.'s timber originated,
8 and incurred additional operational expenses of up to \$5,000 per day for delays
9 leaving port.

10 **2. Nguema Required Timber Companies in E.G. to Pay Him**
11 **Personally to Gain Access to E.G.'s National Forests**

12 56. Nguema also required timber companies to pay him a personal fee in
13 order to gain access to E.G.'s forests.

14 57. To harvest timber, companies were required to receive from Nguema's
15 Forestry Ministry either a logging concession or a special permit. To be granted
16 such a permit or concession, Nguema demanded and collected personal fees from
17 companies, such as Isoroy (a French company), ABM (a Spanish company), and
18 Agroforestal (an Italian company). All of these companies' E.G. operations were
19 based in or around Bata.

20 58. For example, in 1993, Nguema demanded that Isoroy pay him
21 personally 15 million CFAs (approximately \$21,000) to engage in logging in E.G.
22 Isoroy obtained a concession to harvest timber from 57,053 hectares of wilderness
23 in E.G. on September 3, 1995.

24 59. Similarly, between in or around 1998 and 2003, Shimmer International
25 Guinea Equatorial Ltd. ("Shimmer"), the E.G. subsidiary of a Malaysian
26 company, was permitted by Nguema to harvest timber anywhere it wished in
27 E.G.'s mainland forests, including national forest reserves protected under E.G.'s
28 Forestry Law from industrial logging. Nguema demanded, and Shimmer's E.G.

1 general manager agreed, that in exchange for paying Nguema 30,000 CFAs
2 (approximately \$50) per cubic meter of timber harvested by Shimmer in E.G.,
3 Shimmer would be provided unfettered access to E.G.'s forests, including
4 protected national forests, and would not be required to adhere to E.G.'s Forestry
5 Law and its environmental and forest management regulations.

6 60. Other timber companies had comparable arrangements with Nguema
7 and his Forestry Ministry. E.G.'s Forestry Law places strict controls on the
8 manner in which timber is harvested. Among other things, E.G.'s laws regulate
9 the quantity of timber that a company may extract from the forest; restricts timber
10 companies from cutting down certain types of trees; and even requires loggers to
11 replant areas that have been cut down. In exchange for paying personal fees to
12 Nguema, companies like Shimmer were permitted to harvest timber from E.G.'s
13 forests without complying with these or other forestry laws.

14 3. Nguema Required Companies in E.G. to Pay Him
15 Personally on an On-Going Basis to Continue to Operate in
16 E.G.

17 61. Nguema further demanded that timber companies make regular
18 payments to him personally while they maintained active operations in E.G.
19 These companies included Isoroy, ABM, Agroforestal, and a company operated
20 by Filipino nationals ("Company A").

21 62. For example, between 1993 and 1996, Isoroy paid Nguema in or
22 around the equivalent of \$104,000 every one or two months in order to be able to
23 continue to operate in E.G. This fee was calculated based upon the weight of the
24 timber harvested by Isoroy during that time period.

25 63. In or around May 1996, Nguema demanded that all foreign timber
26 companies then-operating in E.G. pay him a retroactive fee that he called a "tax."
27 This was an illegal tax that Nguema levied personally without authorization from
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1 E.G.'s Parliament (*La Camara de Los Representantes*) or Inter-Ministerial
2 Council (*el Consejo Interministerial*), as required under E.G. law. This new so-
3 called "tax" required all foreign timber companies to pay Nguema personally a
4 one-time retroactive fee of 6,400 CFAs (approximately \$10) per cubic meter of
5 timber that had ever been harvested by that entity in E.G.

6 64. For instance, Nguema demanded that ABM, which began active
7 logging operations in E.G. in the 1970s, pay him the equivalent of approximately
8 \$1,560,000 within four days of this new so-called "tax" being levied.

9 65. Nguema required foreign timber companies who refused to pay these
10 so-called "taxes," including Isoroy and ABM, to leave E.G. Other timber
11 companies, including Company A and a Moroccan firm, were permitted to
12 continue to operate in E.G. after they paid Nguema his so-called retroactive
13 "taxes."

14 66. Nguema threatened and retaliated against timber companies, including
15 Isoroy and ABM, who refused to submit to his demands for payment. In or
16 around May 1996, Isoroy refused to make any further payments to Nguema. As a
17 result, Nguema prevented Isoroy from harvesting further timber from E.G.'s
18 forests and seized control of Isoroy's assets in E.G., including its heavy
19 machinery, two Caterpillar D7G bulldozers, two Mercedes Benz 1622
20 construction trucks, a Mercedes Benz 1922/28 construction truck, a Mercedes
21 Benz 1522 dump truck, three Toyota utility vehicles, two Mitsubishi L200 vans, a
22 Suzuki vehicle, an Opel Corsa mini, and a Pajero vehicle.

23 67. Only after Isoroy paid Nguema a monetary ransom did Nguema return
24 this hardware to Isoroy's logistics personnel in Gabon. Nguema charged Isoroy
25 the equivalent of the value of the hard assets as a personal fee.

26 68. During this same time period in 1996, Nguema personally threatened
27 one senior Isoroy employee in Bata. Nguema promised that he would make this
28 Isoroy employee "suffer" because of the company's refusal to pay Nguema

1 money. Soon thereafter, the employee was arrested and detained in jail. After
2 being released, an E.G. national familiar with Nguema, advised the employee to
3 leave E.G. immediately if he did not want his children in Europe to become
4 orphans.

5 69. In or about 1994, Nguema took over the Italian company, Siem
6 S.P.A. Siem S.P.A. had worked in the E.G. timber industry for seven years
7 harvesting timber and training E.G. nationals how to do the same. After
8 expropriating for his own use the company's assets and then liquidating them,
9 Nguema changed its name to Sofona. Thereafter, Nguema used Sofona as a shell
10 company to receive the proceeds of his corrupt acts.

11 70. Nguema acquired another of his shell companies in a similar manner.
12 In or around May 1996, when ABM refused to pay Nguema his so-called
13 retroactive "tax," E.G. authorities entered ABM's offices near Bata, forcibly
14 removed ABM personnel from the premises, and expelled them from E.G.
15 Nguema then required ABM's owner, a Spanish national, to transfer ownership of
16 ABM to Nguema for in or around one-third of its actual fair market value in a
17 transaction that Nguema called a "sale."

18 71. After acquiring ABM, Nguema had the company's former owner
19 arrested in Bata and accused of fraud for charging Nguema an inflated price for
20 the company. ABM's former owner was convicted and released only after paying
21 Nguema the equivalent of \$3 million in so-called civil penalties. ABM's assets,
22 including its heavy machinery and timber logging equipment, were also
23 expropriated by Nguema without further compensation. Nguema required that
24 Shimmer purchase ABM's logging equipment from him at significantly inflated
25 prices.

1 72. Nguema then changed ABM's name to Somagui. Somagui did not
2 engage in any actual business activity; rather, it served as a receptacle for the
3 proceeds of Nguema's corrupt acts.

4 73. Even outside of the forestry sector, Nguema used his position as a
5 government official in his father's cabinet to demand that companies operating in
6 E.G. pay him money and provide him with gifts of cash and other luxury products.
7 For instance, after 2003 when "infrastructure" was first added to Nguema's
8 cabinet portfolio, General Work, S.A., a major E.G. government infrastructure
9 contractor, purchased and gave Nguema a \$100,000 Italian luxury automobile – a
10 Ferrari that Nguema demanded General Work acquire for him. The funds were
11 provided by General Work to a car dealership located in Treviso, Italy. General
12 Work executives believed that their company would be expelled from E.G. and
13 precluded from operating in that country if they did not accede to Nguema's
14 demands.

15 74. Similarly, in or around 2003, Nguema demanded that Tromad SA
16 Constructions Y Obras ("Tromad"), an E.G. company retained by the E.G.
17 government to build roads, pay him personally 15 percent of the value of its
18 government contract to build a highway. When Tromad refused to pay Nguema,
19 the E.G. government stopped making payments to the company and its contract
20 with the E.G. government was terminated.

21 75. Between 2004 and 2007, Nguema's Forestry Ministry demanded that
22 Global Santa Fe Corp. ("GSF"), a U.S.-based oil and gas services company,
23 provide Nguema with gifts and money. Nguema's ministry staff made these types
24 of requests of GSF personnel one or two times per year. When a manager at
25 GSF's Malabo office refused to make payments, he was threatened by Nguema's
26 staff and shown a document detailing numerous gifts and payments other foreign
27 companies had made to Nguema.

28 ///

1 4. **Nguema Required Companies in E.G. to Pay Him Personal**
2 **Fees to Import Goods and Equipment**

3 76. In addition to demanding and collecting personal fees on exports,
4 Nguema levied a personal fee on imports arriving through the Port of Bata.

5 77. Companies seeking to bring goods and equipment into E.G. through
6 the Port of Bata were charged an official import tax by the general revenue service
7 of the Equatoguinean government. Between at least 2003 and 2007, certain
8 companies were also required to pay a second, personal fee to Nguema through
9 his agents.

10 78. In at least one case, General Work, which imported the vast majority
11 of the materials it used in its operations, was forced by Nguema to pay monthly
12 wages of \$3000 to the very agents Nguema had charged with collecting his illegal
13 import fees in Bata

14 79. The above-described corrupt schemes, as described in paragraphs 47
15 through 78, violate the following provisions of E.G. law, which are adopted from
16 the 1968 Criminal Code of Spain: Article 131 (abuse of public office); Article
17 196 (expropriation of assets by a public official); Article 198 (taking advantage of
18 official position to exercise a profession or involve oneself in a business directly
19 related to scope of official duties); Articles 200 and 202 (collection of illegal
20 taxes); Article 385 (prohibiting public officials from demanding or accepting
21 bribes to perform a crime); Article 386 (prohibiting public officials from
22 demanding or accepting bribes to perform an unjust act); Article 387 (prohibiting
23 public officials from soliciting improper gifts); Article 390 (prohibiting public
24 officials from receiving improper gifts); Article 394 (prohibiting public officials
25 from stealing public funds); Article 396 (prohibiting public officials from
26 embezzling funds under his care); Article 400 (prohibiting public officials from
27 defrauding the state); Article 401 (criminal conflict of interest by a public
28 official); Article 404 (prohibiting public officials from taking part in for-profit

1 transactions within the limits of their jurisdiction); Article 493 (criminal threats);
2 Article 496 (unlawful compulsion); Article 503 (forcibly requiring someone to
3 sign, grant or quit claim a public instrument or document); Article 514 (theft); and
4 Articles 528 and 533 (fraud). *See* Attachment C.

5 **b. Schemes to Obtain Government Infrastructure Funds**
6 **Through Extortion, Bribery, Fraud and Misappropriation**

7
8 80. Nguema obtained extortion payments and misappropriated, embezzled
9 and stole public funds and resources in violation of E.G. law. He did so by: (i)
10 using E.G. companies to submit fraudulently inflated “bids” and invoices for
11 government contracts in which corruption payments to his shell companies were
12 built in as payments to subcontractors; (ii) using his shell companies to receive
13 and retain hundreds of millions of dollars in payments from the E.G. government
14 in connection with infrastructure contracts that those shell companies either never
15 performed or performed incompletely; and (iii) directly diverting public funds
16 from the E.G. government.

17 **1. Nguema Misappropriated E.G. Public Funds By Receiving**
18 **Payment for Fraudulently Inflated Public Construction**
19 **Contracts**

20 81. Nguema has misappropriated public funds from the E.G. Government
21 by receiving tens of millions of dollars in payments from fraudulently inflated
22 construction contracts in E.G.

23 82. The process of awarding government contracts in E.G. is sensitive,
24 secretive, and controlled by Nguema and his family, including his father,
25 President Obiang. Government contracts are often awarded to companies owned
26 by or associated with members of the Inner Circle without true competition. One
27 result is that those companies are able to charge the E.G. government fees that
28 bear little, if any, rational relationship to the actual economic value of the services

1 or products tendered to the E.G. government. The bids from such companies
2 include built-in mark-ups of 50 to 1000 percent or more, so that members of the
3 Inner Circle can obtain the difference. These fraudulently inflated contracts are
4 another means by which Nguema, and other members of the Inner Circle, have
5 misappropriated funds from the public treasury for their own enrichment.

6 83. Nguema has admitted that, as a cabinet minister, he takes for himself
7 a "sizeable part" of government contracts. In 2004, for instance, Nguema claimed
8 that he purchased real estate in Cape Town, South Africa, worth approximately \$8
9 million with money obtained through government construction contracts awarded
10 to Socage, a company he owns in E.G. Specifically, in a sworn affidavit filed by
11 Nguema with a court in South Africa, Nguema explained:

12 Cabinet Ministers and public servants in Equatorial Guinea are by
13 law allowed to owe [sic] companies that, in consortium with a
14 foreign company, can bid for government contracts and should the
15 company be successful, then what percentage of the total cost of the
16 contract the company gets, will depend on the terms negotiated
17 between the parties. But, in any event, it means that a cabinet
18 minister ends up with a sizeable part of the contract price in his bank
19 account.

20 This is how, according to Nguema, he acquired in or around \$8 million to
21 purchase his properties in South Africa. Contrary to Nguema's recitation of the
22 law, such self-dealing by a public official is illegal in E.G. *See* Attachment C,
23 E.G. Penal Code Articles 103 (abuse of public office); 198 (expropriation of assets
24 by a public official); 401 (criminal conflict of interest by a public official); 404
25 (prohibiting public officials from taking part in for-profit transactions within the
26 limits of their jurisdiction).

27 84. Between 2003 and 2007, for instance, Nguema demanded that
28 executives at General Work submit fraudulently inflated construction bids and

contracts to G.E. Proyectos, an agency of the E.G. government in charge of awarding public construction contracts. Nguema would direct General Work executives to inflate contract bids by as much as 500 percent. A portion of the money paid by the government of E.G. to General Work would be transferred to Nguema and/or one of his shell companies. Executives at General Work believed that if they had not acquiesced to Nguema's demands, their company would have been expelled from E.G.

85. Specifically, General Work fraudulently inflated certain line items in several different construction bids tendered by the company to G.E. Proyectos. After G.E. Proyectos awarded the contract to General Work, the Banque des Etats de l'Afrique Centrale ("E.G.'s central bank"), wired a portion of the inflated contract amount to General Work's account at CCEI Bank. General Work would then provide kickbacks to Nguema or one of his associates in the form of a bearer check or a check with the payee line left blank. These checks were deposited into CCEI accounts held in the name of Somagui or Socage. Hundreds of these payments were made by General Work to Nguema or for his direct benefit in or around the time period that Nguema acquired the defendant real property.

86. For instance, as set forth below, according to information, including banking records provided by a paid government informant, General Work issued at least \$17,424,291.46 in corrupt payments for Nguema's benefit from its commercial checking account at CCEI Bank between March 9, 2004, and January 11, 2007:

Date of Check	Amount
March 9, 2004	178,000,000 CFAs (approximately \$356,000)
June 16, 2004	100,000,000 CFAs (approximately \$200,000)
September 8, 2004	3,000,000,000 CFAs (approximately \$6 million)

September 22, 2004	4,200,000 CFAs (approximately \$8,400)
December 10, 2004	1,517,000,000 CFAs (approximately \$3,034,000)
December 18, 2004	5,000,000 CFAs (approximately \$10,000)
February 5, 2005	4,000,000 CFAs (approximately \$8,000)
March 16, 2005	5,490,000 CFAs (approximately \$10,980)
May 24, 2005	1,058,416,820 CFAs (approximately \$2,116,833.64)
June 27, 2005	10,000,000 CFAs (approximately \$20,000)
June 29, 2005	6,800,000 CFAs (approximately \$13,600)
July 18, 2005	5,000,000 CFAs (approximately \$10,000)
July 23, 2005	7,000,000 CFAs (approximately \$14,000)
October 7, 2005	2,600,000 CFAs (approximately \$5,200)
November 9, 2005	30,000,000 CFAs (approximately \$60,000)
November 13, 2005	827,427,926 CFAs (approximately \$1,654,855.91)
November 14, 2005	827,427,926 CFAs (approximately \$1,654,855.91)
November 15, 2005	6,000,000 CFAs (approximately \$2,000)
November 24, 2005	2,500,000 CFAs (approximately \$5,000)
April 5, 2006	1,000,000 CFAs (approximately \$2,000)
April 12, 2006	30,000,000 CFAs (approximately \$60,000)
April 12, 2006	100,333,000 CFAs (approximately \$200,666)

April 22, 2006	22,000,000 CFAs (approximately \$44,000)
June 17, 2006	6,200,000 CFAs (approximately \$2,400)
June 27, 2006	8,000,000 CFAs (approximately \$16,000)
July 6, 2006	5,000,000 CFAs (approximately \$10,000)
July 8, 2006	1,600,000 CFAs (approximately \$3,200)
July 12, 2006	4,650,000 CFAs (approximately \$9,300)
July 27, 2006	26,500,000 CFAs (approximately \$53,000)
August 16, 2006	6,000,000 CFAs (approximately \$12,000)
August 21, 2006	12,000,000 CFAs (approximately \$24,000)
September 5, 2006	5,000,000 CFAs (approximately \$10,000)
September 12, 2006	30,000,000 CFAs (approximately \$60,000)
September 21, 2006	15,000,000 CFAs (approximately \$30,000)
October 17, 2006	750,000,000 CFAs (approximately \$1,500,000)
December 11, 2006	20,000,000 CFAs (approximately \$40,000)
December 20, 2006	32,000,000 CFAs (approximately \$64,000)
December 22, 2006	20,000,000 CFAs (approximately \$40,000)
January 11, 2007	30,000,000 CFAs (approximately \$60,000)

87. Nguema also required that his companies, Somagui and Socage, either (i) be listed as a subcontractor on certain of General Work's bids, so that

1 G.E. Proyectos would know that Nguema was associated with the bid, or (ii) sign
 2 a subcontract with General Work. These subcontracts were created solely to
 3 justify the issuance of illicit payments from General Work to Nguema and/or his
 4 shell companies. The work and services described in these subcontracts were
 5 performed and paid for by General Work, and not Somagui, Sofona, or Socage, as
 6 set forth below at paragraphs 88 through 96. Nguema's companies, which existed
 7 only on paper, had no significant commercial operations and were merely vehicles
 8 through which Nguema could receive payments from companies such as General
 9 Work.

10 **2. Nguema Diverted E.G. Public Funds By Receiving**
 11 **Payment for Public Construction Contracts that His**
 12 **Companies Never Performed and Extorting Businesses in**
 13 **E.G.**

14 88. Nguema obtained extortion payments and misappropriated funds from
 15 the E.G. government by receiving and retaining hundreds of millions of dollars in
 16 payments for infrastructure contracts that his companies never performed or
 17 completed.

18 **(i) Nguema's Use of Somagui to Misappropriate Public**
 19 **Funds**

20 89. While Nguema was serving as E.G.'s Minister of Infrastructure, his
 21 company, Somagui, was given a highway-construction contract by the E.G.
 22 government on or about November 13, 2004. Under that contract, Somagui was
 23 tasked with building a 45-mile highway connecting the Equatoguinean border
 24 towns of Mongomo and Ebebiyin (the "Ebebiyin-Mongomo Highway"). The
 25 contract had a three-year term and the work was to be completed in or about
 26 November 2007.

27 90. Initially valued at \$137 million, the E.G. government later raised the
 28 value of the contract to \$200 million and then made initial payment(s) to Somagui

1 in the amount of \$182 million. At the time, this was the largest government
2 contract ever given to Somagui.

3 91. Because Somagui existed only on paper and performed no commercial
4 functions, Nguema subcontracted the work to General Work. Although the
5 government of E.G. had paid Somagui \$182 million of the total \$200 million
6 value of the contract, General Work agreed to build the highway for \$44 million;
7 \$156 million less than the value of the contract and \$138 million less than
8 Somagui had already been paid by the E.G. government. Nevertheless, Somagui
9 only paid General Work \$15 million toward the completion of the highway-
10 construction project and the company was forced to stop work for lack of funds.

11 92. Thereafter, the government of E.G. cancelled the contract with
12 Somagui for failing to complete the project. The E.G. government did not recoup
13 the \$182 million that it had already paid to Nguema through his shell company
14 Somagui.

15 93. The government of E.G. then re-awarded the Ebebiyin-Mongomo
16 Highway contract to the China Road and Bridge Corporation ("China Road and
17 Bridge"), a civil engineering company based in Beijing, China. That contract was
18 valued at \$96 million. In order to assume the contract, however, China Road and
19 Bridge, entered into a separate contract with Somagui. Under that contract, which
20 was signed by Nguema on behalf of Somagui, China Road and Bridge agreed to
21 pay a fee to Somagui of 20 percent (approximately \$19 million) of the total
22 contract award.

23 94. Beginning in or around January 2009, China Road and Bridge paid the
24 \$19 million fee in installments to Somagui's bank account at Société Générale of
25 E.G. – the same E.G. bank where Nguema maintained the accounts that he used to
26 purchase the defendant real property.

27 95. By the time China Road and Bridge began work on the Ebebiyin-
28 Mongomo Highway, Nguema, through his shell company Somagui, had reaped a

1 personal profit of \$186 million dollars despite his company's failure to perform
2 under the contract.

3 96. Somagui had been given a similar contract on or about November 18,
4 2003, valued at approximately \$23.4 million. The project was to be completed in
5 16 months and involved resurfacing two stretches of highway in E.G. As of
6 September 2010, the project had not been completed and another construction
7 company had taken over some or all of the contract.

8 (ii) **Nguema's Misappropriation and Theft of Funds**
9 **Through Eloba**

10 97. In or around 2008, Roberto Berardi, an Italian national, formed Eloba
11 Construcion ("Eloba"), an E.G. construction company based in the port city of
12 Bata. Berardi, who served as Eloba's managing director between 2008 and
13 January 2013, used his personal funds and capital, including nearly €2 million
14 (approximately \$2.3 million) worth of construction equipment imported from
15 Cameroon, to form Eloba. While maintaining a forty percent minority stake in the
16 company, Berardi granted a 60 percent majority ownership stake in Eloba to
17 Nguema for no consideration. Eloba executives believed that providing Nguema
18 with a free ownership stake in the company was necessary for the company to be
19 able to operate in and obtain public contracts in E.G.

20 98. Between 2008 and January 2013, Eloba operated as a government
21 contractor based in Bata, E.G., with in or around seven professional employees
22 and in or around 40 unskilled workers retained on a short-term basis. However, as
23 described below, between 2008, when Eloba was first formed, and January 2013,
24 Eloba has operated at a loss and has never generated any profit. Indeed, between
25 2008 and January 2013, Eloba received less than 3.1 billion CFAs (approximately
26 \$6.2 million) in total gross revenue during this period, almost all of which was
27 used to pay for Eloba's capital overhead and operational expenses.
28

(iii) **Nguema Misappropriated State Funds Allocated by the E.G. Government to Construct Public Markets in Ikunde and Bikuy.**

99. According to Eloba Witness A, Eloba Witness B, Eloba Witness C, and Eloba Witness D, all of whom were construction company employees who worked with Eloba personnel in E.G., and who communicated with a senior Eloba manager with direct knowledge of the relevant facts described in paragraphs 99 through 113, Nguema used Eloba as a vehicle to steal public funds.

100. In or around 2008, Eloba was retained by ABC Corp. ("ABC"), an E.G. government contractor, to build two public markets in Ikunde and Bikuy ("Ikunde-Bikuy Project") for the E.G. Government. This was the first contract ever obtained by Eloba since its formation in 2008.

101. The E.G. government originally awarded the Ikunde-Bikuy Project, worth 8.8 billion CFAs (approximately \$17.6 million), to ABC. ABC then retained Eloba as a sub-contractor to build these two public markets on its behalf. ABC is owned by Constancia Obiang, Nguema's mother.

102. In or around December 2010, ABC paid Eloba an advance payment of in or around 1.3 billion CFAs (approximately \$2.6 million) for the Ikunde-Bikuy Project. This payment was the first time Eloba generated business income of any kind since its formation in 2008.

103. According to Eloba Witness C, Nguema demanded and obtained from Eloba in or around 300 million CFAs (approximately \$600,000) soon after Eloba received the advance payment from ABC. Despite the fact that the E.G. government allocated these funds for an express public purpose — namely, the construction of public markets in Ikunde and Bikuy — Nguema demanded and caused these public funds to be diverted to him personally. None of these public funds taken by Nguema were used in connection with the Ikunde-Bikuy Project or to pay for Eloba's business expenses.

1 104. Eloba had to obtain a line of credit from the Banque Gabonaise et
2 Francaise Internationale ("BGFI Bank"), the E.G. subsidiary of a Gabon-based
3 financial institution, to finance its continued construction of the Ikunde-Bikuy
4 Project. This was because Eloba generated no other business income during this
5 time period.

6 105. In or around 2011, after Eloba had erected the foundation pillars for
7 the Ikunde-Bikuy Project and had completed the construction of nearly 6,500
8 square meters of foundation for the two public markets, Eloba submitted certified
9 invoices to ABC for payment of approximately 702 million CFAs (approximately
10 \$1.4 million) in connection with its work on the Ikunde-Bikuy Project. However,
11 according to Eloba Witness A and Eloba Witness B, two Eloba Witnesses with
12 direct knowledge of Eloba's operations and business practices, ABC refused to
13 pay Eloba.

14 106. Between 2011 and 2012, Eloba tendered additional certified invoices
15 to ABC requesting payment of nearly an additional 800 million CFAs
16 (approximately \$1.6 million) as compensation for services provided to ABC,
17 including construction of the Ikunde-Bikuy Project. Instead of paying in full,
18 ABC in or around 2012 provided only a partial payment to Eloba for 500 million
19 CFAs (approximately \$1 million). This payment was the second time Eloba ever
20 generated business income of any kind since its formation in 2008.

21 107. But, soon after Eloba received these funds, Nguema, according to
22 Eloba Witness A, again demanded and collected from Eloba approximately 166
23 million CFAs (approximately \$332,000). Although these funds were allocated by
24 the E.G. government for an express public purpose — namely, to build the
25 Ikunde-Bikuy Project — Nguema caused these public funds to be diverted to him
26 personally. According to Eloba Witness A, Eloba Witness B, and Eloba Witness
27 C, all of whom were familiar with Eloba's books and records, as well as the
28 company's business operations, Nguema did not use the public funds he diverted

1 from Eloba in connection with the Ikunde-Bikuy Project or to pay for Eloba's
2 business expenses.

3 108. Although the E.G. government provided public funds to both ABC
4 and Eloba to complete the Ikunde-Bikuy Project, the Ikunde-Bikuy Project
5 remains unfinished at least in part because Nguema diverted approximately 466
6 million CFAs (approximately \$932,000) of these funds from Eloba for his
7 personal use.

8 (iv) **Nguema Sought to Misappropriate State Funds**
9 **Allocated to Eloba by the E.G. Government to**
10 **Construct Army Barracks in Mongomo.**

11 109. In or around September 2012, after Nguema was appointed E.G.'s
12 Second Vice President for National Defense and State Security, G.E. Proyetos
13 awarded Eloba a contract to build a military barracks facility for the E.G. Army in
14 La Plaza de los Presidentes in Mongomo, E.G. ("Mongomo Project"). This
15 contract was valued at 13,245,708,615 billion CFAs (approximately \$26,491,417
16 million).

17 110. On or around September 21, 2012, the E.G. government's Public
18 Treasury wired 1,258,342,319 CFAs (approximately \$2.5 million) as an initial
19 advance payment for the Mongomo Project to Eloba's account at BGFI Bank.
20 This payment was the third time Eloba generated business income since its
21 formation in 2008.

22 111. However, according to Eloba Witness A, Eloba Witness B, and Eloba
23 Witness C, BGFI garnished the entire advance payment because Eloba had an
24 outstanding balance on its BGFI line of credit as a result of Nguema
25 misappropriating the business' funds, as described above at paragraph 107. For
26 this reason, Eloba had to apply for and obtain a further line of credit from banks in
27 E.G. to commence operations on the Mongomo Project.
28

112. In or around December 2012, according to Eloba Witness C, Nguema demanded that Eloba pay him in or around 415 million CFAs (approximately \$830,000), the equivalent of one-third of the advance payment tendered to Eloba by the E.G. government for the Mongomo Project. After Berardi explained to Nguema that BGFI had garnished these funds, Berardi was arrested by police officers in Bata and incarcerated in the Bata Central Prison beginning in or around January 2013.

3. **Nguema Directly Diverted Public Funds to Bank Accounts Under His Direct Control**

113. Nguema diverted E.G. public resources and monies for his personal use, including the purchase of the defendant real property. Prior to April 2006, the equivalent of tens of millions of dollars in CFAs were transferred from the E.G. public treasury to Nguema's personal account at Société Générale. Nguema then caused \$29,542,000 in his personal Société Générale account to be funneled to an escrow account at First American Trust in the United States. The funds were then used to purchase the defendant real property.

114. Similarly, since at least as early as 2005, Nguema has maintained public funds and revenue collected by his Forestry Ministry in a separate account (the "Forestry Account") at a private commercial bank in E.G. This is in contrast with the management of other E.G. Government funds, which are maintained by E.G.'s Treasurer at BEAC. No E.G. public official or agency, including E.G.'s Parliament, its Ministry of Finance, and its Treasury, possesses the authority or ability to supervise, regulate or inspect how the funds in the Forestry Account are used.

115. Other than Nguema's Forestry Ministry, no other E.G. state agency or institution maintains an account like this one.

1 116. This Forestry Account is used by Nguema to maintain millions of
2 dollars worth of CFAs collected as state revenue by E.G.'s Forestry Ministry from
3 timber companies operating in E.G. The funds in this account include surface
4 taxes paid by all persons who hold forestry concessions in E.G., fees charged to
5 timber companies who harvested logs from such concessions, and official timber
6 export duties collected by the Forestry Ministry. Instead of depositing this
7 revenue into BEAC like other public agencies, Nguema diverted and maintained
8 these public funds in his Forestry Account.

9 117. At the time that Nguema acquired the Defendant Assets, he was the
10 sole signatory on this Forestry Account, possessing exclusive authority and
11 control over how the funds in the Forestry Account are used and disbursed.

12 118. In 2006, economists and auditors from the International Monetary
13 Fund ("IMF"), a United Nations financial agency, were permitted to access and
14 review E.G.'s economic policies and data, including information and records
15 relating to the E.G. Government's financial and fiscal management policies.
16 When U.N. personnel requested that they be permitted to also review and access
17 data and records relating to the Forestry Account, their requests were denied.

18 4. **Nguema Stated Publicly to Third Parties That He Intended**
19 **to Misappropriate Hundreds of Millions of Dollars in State**
20 **Funds**

21 119. Nguema has represented to U.S.-based companies that he possessed
22 both the ability and the intent to divert millions of dollars in E.G. public funds to
23 acquire and pay for personal assets.

24 120. In or around February 2004, Nguema contacted an executive at Ocean
25 Energy, a U.S.-based energy company, and requested that Ocean Energy purchase
26 a C-130 Hercules military transport aircraft from Lockheed Martin, a U.S. defense
27 contractor, for his personal use. A C-130 Hercules transport can cost up to \$65
28

1 million. Nguema proposed that Ocean Energy purchase the aircraft on his behalf,
2 and that Ocean Energy, in turn, would be paid by the E.G. government.

3 Specifically, Nguema advised Ocean Energy that GE Petrol, E.G.'s state-owned
4 oil company, would compensate Ocean Energy for this transaction. Ocean Energy
5 refused to go along with Nguema's scheme.

6 121. That same year, Nguema advised an executive at Gulfstream
7 Aerospace Corporation, a U.S.-based aircraft manufacturer, that he could and
8 would have Ocean Energy assume responsibility for making the payments on a
9 \$40 million personal jet aircraft that Ocean Energy would acquire on his behalf.
10 These funds would then be credited against balances owed by Ocean Energy to
11 the government of E.G. In this roundabout manner, Nguema again represented
12 that he intended to misappropriate E.G. government funds to acquire a \$40 million
13 personal asset. Gulfstream refused to go along with Nguema's scheme to use state
14 resources to acquire personal assets.

15 122. The above-described corrupt schemes, as described in paragraphs 80
16 through 121, violate the following provisions of E.G. law, which are adopted from
17 the 1968 Criminal Code of Spain: Article 131 (abuse of public office); Article
18 196 (expropriation of assets by a public official); Article 198 (taking advantage of
19 official position to exercise a profession directly related to scope of official
20 duties); Article 385 (prohibiting public officials from demanding or accepting
21 bribes to perform a crime); Article 386 (prohibiting public officials from
22 demanding or accepting bribes to perform an unjust act); Article 387 (prohibiting
23 public officials from soliciting improper gifts); Article 390 (prohibiting public
24 officials from receiving improper gifts); Article 394 (prohibiting public officials
25 from stealing public funds); Article 396 (prohibiting public officials from
26 embezzling funds under his care); Article 400 (prohibiting public officials from
27 defrauding the state); Article 401 (criminal conflict of interest by a public
28 official); Article 404 (prohibiting public officials from taking part in for-profit

1 transactions within the limits of their jurisdiction); Article 493 (criminal threats);
 2 Article 496 (unlawful compulsion); Article 514 (theft); and Articles 528 and 533
 3 (fraud). *See* Attachment C.

4 c. **Nguema Uses Shell Companies in E.G. to Conceal His**
 5 **Criminal Conduct and to Mask the True Source of His**
 6 **Illicitly Acquired Wealth**

7 123. While acquiring millions of dollars in criminal proceeds from the
 8 corrupt schemes described above, Nguema used shell companies in E.G.,
 9 including Somagui, Sofona and Eloba, to disguise his criminal conduct, conceal
 10 the source of his income, and to claim falsely to financial institutions and foreign
 11 governments that his income was derived from legitimate commercial activity in
 12 E.G.

13 1. **Nguema used Somagui and Sofona to Conceal and Obscure**
 14 **His Criminal Conduct and the Source of His Wealth**

15 124. Beginning in the 1990s, Nguema claimed falsely to numerous
 16 American and European financial institutions (at which he opened bank accounts
 17 to funnel and shelter his criminal proceeds) that his companies Sofona and
 18 Somagui generated hundreds of millions of dollars in commercial profits. These
 19 companies, according to Nguema, exported and marketed hundreds of thousands
 20 of cubic meters of timber every year on international markets; were
 21 singlehandedly responsible for 69 percent of E.G.'s gross domestic timber
 22 production in 2001; and were singlehandedly responsible for 73 percent of E.G.'s
 23 construction-related gross domestic product in 2004, building and paving more
 24 than 200 kilometers of highway in E.G. In fact, as discussed below, these
 25 representations are false, and Sofona and Somagui exist only on paper.
 26

27 125. Neither Sofona nor Somagui engaged in any significant business
 28 operations in E.G. They had few, if any, employees and earned no legitimate

1 revenue, let alone on the exceptional scale Nguema has claimed. These
2 companies served solely as receptacles for Nguema's ill-gotten gains.

3 126. Despite efforts to verify the existence of Sofona and Somagui,
4 financial institutions in multiple jurisdictions could not confirm Nguema's claims
5 that his companies performed actual operations and had legitimate sources of
6 revenue:

7 (i) In 2002, J.P. Morgan, where Nguema maintained a bank account, sought
8 to obtain more information about Sofona and Somagui. Despite
9 researching local trade directories and reference books, and making
10 numerous inquiries about both companies in E.G., including with the
11 local chamber of commerce, businesses, banks, and authorities, J.P.
12 Morgan personnel in both the United States and the United Kingdom
13 could not confirm that Sofona or Somagui existed, let alone engaged in
14 commercial operations of any kind. Although J.P. Morgan identified a
15 phone number in E.G. associated with Sofona, J.P. Morgan reported that
16 its calls were never answered. In contrast with Nguema's contention
17 that by 2001 these companies singlehandedly controlled nearly 70
18 percent of E.G.'s timber industry, E.G.'s second-highest revenue
19 generating export, J. P. Morgan personnel concluded that both Sofona
20 and Somagui were "unknown in the local market."

21 (ii) Likewise, in 2004, at a time in which Nguema claimed that Sofona and
22 Somagui were even larger and more dominant in the E.G. economy,
23 Riggs Bank, where Nguema, his parents, and other Inner Circle
24 members opened several bank accounts, sought to investigate and
25 confirm Nguema's representations about his companies. Relying on
26 various bank resources and almost two dozen electronic databases and
27 search engines, a fraud investigator with Riggs Bank in Washington,
28

1 D.C. concluded that no evidence of Sofona's or Somagui's existence in
2 E.G. could be ascertained.

3 127. Similarly, individuals who lived or worked in E.G. between 2000 and
4 2007 who were knowledgeable about the forestry and/or infrastructure industries
5 in E.G. reported that neither Sofona nor Somagui were known in E.G. as
6 commercial businesses with actual legitimate operations. These individuals
7 include international development workers in E.G., commercial business persons,
8 E.G. nationals and residents, and employees of non-governmental organizations
9 ("NGOs"), including a major U.S.-based environmental NGO active in E.G.'s
10 forestry sector. For instance:

11 (i) An American forestry expert employed by an NGO in Bata from
12 2005 to 2009 worked closely with Nguema's Forestry Ministry on
13 conservation and forest-management issues. Yet, he could not
14 confirm that either Sofona or Somagui existed, nor could he say
15 whether either was active in E.G.'s timber or construction
16 industries.

17 (ii) Germán Pedro Tomo is an E.G. national who served as a member
18 of E.G.'s Parliament and owned the E.G. timber company Tromad
19 Forestal until 2003. He explained that Somagui had no more than
20 one or two employees; had an office in Bata that was rarely open;
21 and had no function other than to open bank accounts and receive
22 illegal payments during the time period Tomo operated his timber
23 company in E.G. (1998-2003).

24 (iii) A timber company executive who worked with SITSA between
25 2000 and 2004, and was familiar with E.G.'s timber sector, also
26 confirmed that Somagui had no actual employees and was
27 operated as a corporate vehicle to open and maintain bank
28

accounts that timber companies used to deposit corrupt payments for Nguema's benefit;

(iv) An E.G. lawyer and former civil servant who worked on the staff of a former E.G. cabinet member states that Somagui and Sofona are merely shell companies with "no real business." The lawyer did not know of any companies or businesses owned by Nguema that engage in genuine commercial or business operations.

(v) An individual who served as a senior financial advisor to the E.G. Finance Minister in or around the same time that Nguema purchased the defendant real property and who had access to the E.G. government's infrastructure expenditures and revenue had never heard of Sofona and could provide no specific information about Somagui.

(vi) A U.S. Department of Agriculture forestry expert, who visited Bata and various E.G. forests in 2004 to consult on technical assistance matters and survey forest management issues in E.G., also never heard of Sofona or Somagui.

(vii) An American who worked for Afriam, a company that obtained a 25,000 hectare forestry concession in E.G. in 1994 and operated in or around Bata during the 1990s, also reported that he never heard of Sofona or Somagui.

(viii) A senior accountant and lawyer who worked in a Big Four accounting firm's E.G. office between 2004 and 2007, the same time period in which Nguema acquired the defendant real property, recalled that although s/he observed a significant amount of infrastructure-related construction in E.G., most of that work was performed by Chinese and Middle Eastern construction

1 companies. This individual had never heard of Somagui or
2 Sofona.

3 (ix) Several contractors employed by U.S. AID, an agency of the
4 United States Government, who resided in E.G. between 2005 and
5 2009, were focused specifically on issues of economic and social
6 development in E.G., and worked closely with the staff of E.G.'s
7 Ministry of Planning, Economic Development and Public
8 Investment, its Ministry of Finance, and its Ministry of Fishing
9 and the Environment. These individuals reported that they had
10 never heard of Sofona or Somagui.

11 (x) A finance manager who worked for a major oil and gas services
12 logistics company in Bata, E.G., also had never heard of Somagui
13 despite being in business in E.G. in or around the same time
14 period that Nguema purchased the defendant real property and
15 being a close neighbor of Nguema.

16 (xi) The Chinese civil engineering company, China Road and Bridge
17 Corporation claims that it, not Somagui, built the Ebebiyin-
18 Mongomo Highway in E.G.

19 **F. Nguema Does Not Have Legitimate Income Sufficient to Account**
20 **for His Hundreds of Millions of Dollars in Personal Purchases**
21 **and Expenditures**

22 128. From 2000 to 2011, Nguema spent more than \$300 million acquiring
23 assets and property on four continents – North America, South America, Europe
24 and Africa. In the United States alone, Nguema spent \$68 million during a period
25 of less than three months in 2006 on two assets: the Sweetwater property, for
26 which the purchase price was \$30 million, and a Gulfstream G-V jet aircraft,
27 which cost over \$38 million.
28

1 129. For every year between 2000 and 2011, Nguema's enormous personal
2 expenditures vastly outpaced and were inconsistent with both (i) his public
3 official salary of less than \$100,000 per year, and (ii) the fraudulent income he
4 purportedly generated from his companies Sofona and Somagui, a subsidiary of
5 Sofona.

6 A. In 1999, Sofona's financial statements reported that the company
7 incurred losses of 828,238,750 CFAs (approximately \$1,129,930)
8 and that the shareholders, managers and directors of the company
9 received no compensation from the company.

10 B. In 2000, Sofona's financial statements reported that the company
11 incurred 236,005,058 CFAs (approximately \$321,971) in losses.
12 Like the prior year, these statements again indicate that the company
13 provided no compensation or income to its shareholders, directors
14 and managers. Yet Nguema spent and/or wired in or around
15 approximately \$13,451,964 into the United States and throughout the
16 world. For instance, Nguema spent approximately \$857,000
17 acquiring luxury automobiles in France, including an Aston Martin, a
18 Ferrari and a Peugeot, with no financing or use of borrowed funds.
19 In the United States, Nguema's account at Riggs Bank received two
20 wires from Somagui's account at CCEI Bank in E.G. for (i)
21 \$1,099,980 on March 13, 2000; and (ii) \$999,980 on April 11, 2000,
22 even though the company's financial statements that year reported
23 that Somagui had losses of almost six-times that amount. Nguema's
24 Riggs Bank account also received additional wires from accounts in
25 his own name at (i) Citibank for \$5 million on February 22, 2000,
26 and (ii) CCF Banque Privee Internationale, a French bank, for \$5.495
27 million on March 3, 2000.

28 C. In 2001, Nguema reported in Sofona's financial statements that the
company generated 2,245,980,864 CFAs (\$3,064,093) in net income.
Yet, that year Nguema spent and wired into the United States in or
around \$11,109,082. Nguema spent \$8,009,210 in California alone,
including purchasing a \$6,500,000 property on Antelo Road in Bel
Air, California and a Bentley vehicle for \$651,500. In addition,
Nguema's Riggs Bank account received three wires from Somagui's

1 account at CCEI Bank in E.G. for (i) \$999,932 on March 26, 2001;
2 (ii) \$999,980 on May 1, 2001; and (iii) \$999,980 on August 16, 2001.
3 Nguema's account at Chase Manhattan received an additional wire
4 from Somagui's CCEI account in E.G. for \$99,980 on November 7,
5 2001. These expenses amounted to more than 250 percent of
6 Sofona's purported total net income.

7 D. In 2002, Nguema received in or around \$3,326,650 in wires from
8 E.G. Specifically, Nguema's Riggs Bank account received two wires
9 from Somagui's account at CCEI Bank in E.G. for (i) \$266,439 on
10 May 24, 2002; and (ii) \$1,499,980 on June 28, 2002. In addition,
11 Nguema's Riggs Bank account received additional wires from
12 accounts in his own name at (i) Chase Manhattan Bank for \$209,548
13 on April 25, 2002; and (ii) National Financial Services Corp. for
14 \$734,225 on July 8, 2002. In addition, Nguema's account at City
15 National Bank in Los Angeles in the name of TNO Entertainment
16 received three additional wires from Somagui's E.G. bank account:
17 (i) a wire for \$199,950 on January 22, 2002; (ii) a wire for \$59,980
18 on June 13, 2002; and (iii) \$149,980 on June 19, 2002.

19 E. In 2003, Nguema spent and wired more than \$6,735,216 throughout
20 the world. Specifically, Nguema's account at Riggs National Bank
21 received five wires from Somagui's CCEI account for (i) \$299,980
22 on March 19, 2003; (ii) \$1,499,975 on July 11, 2003; (iii) \$2,599,985
23 on July 17, 2003; (iv) \$671,679 on August 11, 2003; and (v)
24 \$999,975 on September 17, 2003. Additionally, Nguema spent
25 \$663,622 on a Maybach 62 automobile in Paris.

26 F. In 2004, Nguema spent more than \$88 million to acquire numerous
27 personal assets around the world, including a property valued at
28 approximately \$80 million in Paris on Avenue Foch, and two
properties in Cape Town, South Africa, for \$8 million. The value of
these three assets alone equaled almost 43 percent of the total gross
construction income Somagui had purportedly generated at that time
throughout its entire existence.

G. In 2005, Nguema spent more than \$11 million on assets and
expenditures, including (i) over \$2 million on two 50-foot, high-
performance racing boats in Ft. Myers, Florida; (ii) \$1 million on a

1 ten-day yacht cruise around St. Barthelemy in December; (iii)
2 €381,000 on a Rolls Royce; (iv) €82,000 on a Maserati; (v) €1.8
3 million on renovations and decorations to his Paris home; and (vi)
4 almost €3 million on jewelry and art, including three Piaget baguette
5 diamond-studded watches for €777,400 (approximately \$1,010,620)
6 each. Nguema's expenses for 2004 and 2005 combined (\$99 million)
7 amounted to more than 48 percent of the total gross income Somagui
8 had supposedly generated from construction projects at that time
9 throughout its entire existence.

10 H. In 2006, Nguema spent more than **\$88 million** on assets and
11 expenditures, including (i) \$30 million on the defendant Sweetwater
12 Property; (ii) \$38.5 million on a Gulfstream G-V jet aircraft; (iii)
13 €7.34 million in renovations and decorations to his Paris home; (iv)
14 €2.296 million on two Bugatti vehicles; and (v) €1,291,680 on
15 jewelry and art, including a diamond-studded Vacherin Constantin
16 watch for €586,040 (approximately \$761,852). Nguema's
17 expenditures for the period 2004-2006 combined (approximately
18 \$187 million) equaled almost 91 percent of the total gross income
19 Somagui had supposedly generated from its construction projects at
20 that time throughout its entire existence.

21 I. In 2007, Nguema spent more than **\$10,676,190.42** on assets and
22 expenditures, including (i) €347,010 on a Bentley; (ii) €50,657 on a
23 Peugeot; (iii) €49,078 on a Mercedes; (iv) €1,868,573 on renovations
24 and decorations to his Paris home; (v) €179,400 on jewelry; (vi) €4.4
25 million on antiques, including an antique cabinet made by André-
26 Charles Boulle for €2,600,000 (\$3,380,000); and (vii) \$1,713,057.42
27 on servicing costs related to his Gulfstream. Nguema's combined
28 expenditures between 2004-2007 (approximately \$197,676,190.42)
equaled almost 96 percent of the total gross construction income
Somagui had purportedly generated at that time throughout its entire
existence.

J. In 2008, Nguema spent more than **\$59,765,405** in assets and
expenditures, including (i) approximately \$6.8 million on a property
in Sao Paulo, Brazil; (ii) \$4,533,000 on a painting by Edgar Degas;
(iii) \$6,424,000 on a painting by Pierre-Auguste Renoir; (iv)
\$8,905,000 on a painting by Paul Gauguin; (v) \$8,905,000 on a

1 painting by Henri Matisse; (vi) \$601,000 on a painting by Pierre
 2 Bonnard; (vii) €8,410,000 on antiques; (viii) €5,600,000 on a
 3 painting by Edgar Degas; (ix) €364,940 on a Bentley; (x) \$280,000
 4 on the pre-design of a \$280 million mega-yacht in Germany; (xi)
 5 €1,231,880 on jewelry; (xii) \$2,038,391.89 on a Bugatti Veyron in
 6 California; (xiii) \$609,973.29 on a Rolls Royce in California; and
 7 (xiv) \$380,173.96 on a second California Rolls Royce. Nguema's
 8 combined expenditures between 2004 and 2008 (\$257,441,595)
 9 equaled more than 120 percent of Somagui's purported total gross
 construction income generated at that time throughout its entire
 existence, and exceeded the dollar amount purportedly earned by
 Somagui during that time period by more than \$56 million.

10 K. In 2009, Nguema spent more than \$9,046,425.48 on assets and
 11 expenditures, including (i) €2,199,980 on renovations and
 12 decorations to his international properties; (ii) €652,174 on 1,403
 13 bottles of high-end wine; (iii) €2,960,000 on art; (iv) €203,320 on
 14 jewelry; (v) \$609,984.29 on a Rolls Royce in California; (vi)
 15 \$499,910.45 on a second California Rolls Royce; and (vii)
 16 \$116,414.74 on servicing costs related to his Gulfstream. Nguema's
 17 expenditures between 2004 and 2009 (approximately
 18 \$266,488,021.04) equaled more than 100 percent of the total gross
 construction income supposedly obtained by Somagui from all of its
 construction projects throughout its entire existence at that time.

19 L. In 2010, Nguema spent more than \$37,618,461.62 on assets and
 20 expenditures, including (i) €18,347,952 on 109 items acquired at the
 21 auction of Yves Saint Laurent's estate; (ii) €1.9 million on a Bugatti
 22 vehicle; (iii) €3,840,180 on high-end wine; (iv) €200,000 on a
 23 Ferrari; (v) €1.8 million on renovations and decorations to his
 24 properties; (vi) €849,160 on jewelry, including another Vacheron
 25 Constantin watch for €432,354 (approximately \$562,060); (vii)
 26 \$2,270,187.50 on various Michael Jackson memorabilia, including
 27 some of the defendant assets, and (viii) \$460,149.12 on servicing
 28 costs related to his Gulfstream. Nguema's combined expenditures
 between 2004 and 2010 (\$304,106,482.66) equaled more than 113
 percent of Somagui's purported total gross construction income
 obtained at that time throughout its entire existence, and exceeded the
 actual dollar figure by more than \$40 million.

M. In 2011, Nguema spent more than \$7,620,452.18 on assets and expenditures, including (i) €1,602,671 on renovations and decorations for his properties; (ii) €3,198,928 on jewelry, including a diamond-studded Piaget watch for €980,720 (\$1,274,936); (iii) \$532,984.12 on the defendant Ferrari in California; and (iv) \$494,700 on some of the defendant Michael Jackson memorabilia. Nguema's combined expenditures between 2004-2011 (\$311,726,934.84) equaled more than 116 percent of Somagui's total gross construction income purportedly generated at that time throughout its entire existence, and exceeded the actual dollar figure by more than \$47 million.

130. When law enforcement authorities in France inquired into the sources of Nguema's wealth, Nguema refused to provide this information to French police. At present, Nguema is under criminal investigation in France for money laundering, misappropriation and embezzlement of public funds, and misappropriation and embezzlement of corporate funds. On September 28, 2011, the Tribunal de Grande Instance de Paris ("French High Court") in France ordered the seizure of eleven high-end automobiles from Nguema's home on Avenue Foch in connection with their investigation. In February 2012, the French High Court authorized French police to enter and seize the contents of Nguema's Paris home. Shortly thereafter, in April 2012, Nguema was ordered to appear before Judges Roger Le Loire and Rene Grouman of the French High Court. The French High Court sought to question Nguema regarding the source of his wealth and the acquisition of his \$80 million Paris home and several luxury automobiles. Rather than comply with the court order, Nguema left France. In or around April 2012, the French High Court issued a warrant for Nguema's arrest and as of the date of filing this Verified Complaint, Nguema has yet to appear before the French tribunal.

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1 **G. To Funnel and Harbor His Criminal Proceeds Through U.S.**
 2 **Financial Institutions, Nguema Deceived Banks About His**
 3 **Identity and the True Source and Ownership of His Funds**

4 **a. Nguema used Eloba to Conceal and Obscure His Criminal**
 5 **Conduct and the Source of His Wealth in Wiring Funds**
 6 **into the United States**

7 131. In addition to using Eloba to misappropriate public funds, as
 8 described above at paragraphs 97 through 112, Nguema also used Eloba to open
 9 secret bank accounts in E.G. to obscure, conceal, and launder his ill-gotten gains,
 10 and to funnel these funds surreptitiously into the U.S. financial system between
 11 2010 and 2013.

12 132. Between in or around October 7, 2010 and September 1, 2012, Eloba
 13 funneled in or around \$3,206,155.37 into the U.S. financial system from a bank
 14 account ending in the numbers 01-61 ("Eloba Shadow Account") maintained
 15 surreptitiously in Eloba's name at Banco Nacional de Guinea Ecuatorial
 16 ("BANGE").

17 133. Nguema concealed the existence of the Eloba Shadow Account from
 18 Berardi and other Eloba employees. According to Eloba Witness A, Eloba
 19 Witness B, Eloba Witness C and Eloba Witness D, Nguema was the sole signatory
 20 on the Eloba Shadow Account. Eloba personnel only learned of the Eloba
 21 Shadow Account's existence after an Eloba officer applied to obtain a line of
 22 credit from BANGE in or around 2012 to complete the Mongomo Project. Upon
 23 applying for the line of credit, a BANGE official inquired why Eloba needed
 24 additional funds when Eloba possessed ample funds in its accounts. The BANGE
 25 official then showed bank statements for the Eloba Shadow Account to an Eloba
 26 officer. According to the BANGE official, Nguema retained sole signatory
 27 control over the Eloba Shadow Account. This was the first time Berardi and other
 28 Eloba personnel learned of the existence of this secret account.

134. As described above at paragraphs 97 through 112, Eloba, a company with fewer than ten full-time employees, never generated any profit between October 7, 2010, and September 1, 2012. Furthermore, its total gross revenue during this period amounted to less than 1.8 billion CFAs (approximately \$3.6 million).

135. Yet, Nguema funneled in or around \$3,206,155.37, an amount equivalent to nearly 90 percent of Eloba's total gross revenue during this same time period, from the Eloba Shadow Account to multiple U.S. financial institutions. The vast majority of these funds could not have been obtained from Eloba. As explained above at paragraphs 103 through 108, Nguema only obtained in or around the equivalent of \$932,000 from Eloba between October 7, 2010, and September 1, 2012. But, Nguema wired nearly three times that amount from the Eloba Shadow Account into the United States during this same time period.

136. Indeed, even prior to Eloba generating any business income in December 2010, Nguema transmitted approximately \$406,968.77 from the Eloba Shadow Account into the United States in multiple wire transfers. These funds could not have come from legitimate business activity because Eloba had not yet generated any commercial income.

137. Between September 2010 and December 31, 2011, the vast majority of the money in the Eloba Shadow Account came from wire transfers from Somagui. Eloba possessed no known business or contractual relationship with Somagui. As explained above at paragraphs 51-55 and 81-96, Somagui served as a receptacle for Nguema's ill-gotten gains.

138. For instance the Eloba Shadow Account received the following wire transfers from Somagui in or around the following dates:

<u>Date</u>	<u>Amount</u>
September, 2010	200 million CFAs (approximately \$400,000)

1	October 6, 2010	100 million CFAs (approximately
2		\$200,000)
3	October 10, 2010	500 million CFAs (approximately \$1,000,000)
4	October 21, 2010	500 million CFAs (approximately
5		\$1,000,000)
6	November 10, 2010	500 million CFAs (approximately \$1,000,000)
7	December 2010	100 million CFAs (approximately
8		\$200,000)
9	April 5, 2011	150 million CFAs (approximately
10		\$300,000)
11	May 19, 2011	70 million CFAs (approximately \$150,000)
12	June 2011	100 million CFAs (approximately
13		\$200,000)
14	June 30, 2011	80 million CFAs (approximately \$160,000)
15	August 1, 2011	100 million CFAs (approximately
16		\$200,000)
17	Sept. 1, 2011	50 million CFAs (approximately \$100,000)
18	Sept. 2011	33 million CFAs (approximately \$66,000)

19 139. The funds in the Eloba Shadow Account were used to, among other
20 things, pay for Nguema's personal expenses, such as his legal bills in the United
21 States, as well as to acquire and maintain personal assets, including, as explained
22 in greater detail below at paragraphs 197-224, the defendant assets. According to
23 Eloba Witness A, Eloba Witness B, Eloba Witness C and Eloba Witness D, the
24 funds in the Eloba Shadow Account were not used to operate Eloba or to pay for
25 Eloba's business expenses.

26 140. Specifically, the following wire transfers were sent from the Eloba
27 Shadow Account into the United States:
28

<u>Date</u>	<u>Originating Party</u>	<u>Originating Bank</u>	<u>Benef. Party</u>	<u>Benef. Bank</u>	<u>Amount</u>
Oct. 7, 2010	Eloba	BANGE	Mecafis Estate Services	Comerica Bank	\$150,018.87
Oct. 7, 2010	Eloba	BANGE	Baute & Tidus LLP	Union Bank of California	\$60,018.87
Oct. 7, 2010	Eloba	BANGE	Consolid. Steamship Agency (Malibu)	Amegy Bank	\$65,034.37
Dec. 7, 2010	Eloba	BANGE	Consolid. Steamship Agency (Malibu)	Amegy Bank	\$18,420.54
Dec. 14, 2010	Eloba	BANGE	James McCaleb & Co. (Pasadena)	Comerica Bank	\$35,242
Dec. 14, 2010	Eloba	BANGE	Lavitech	Washington Mutual Bank	\$13,987
Dec. 16, 2010	Eloba	BANGE	Passione Rossa LLC	Pacific West National Bank	\$492,997.99
Dec. 23, 2010	Eloba	BANGE	Malibu Estate Management LLC	Commerce Bank	\$119,987
Jan. 13, 2011	Eloba	BANGE	Combined Cargo Intern.	Amegy Bank	\$33,385.34
Jan. 13, 2011	Eloba	BANGE	Any Investig. Agency	Washington Mutual Bank	\$122,803
Jan. 13, 2011	Eloba	BANGE	Lavitch	Washington Mutual Bank	\$22,342
Jan. 13, 2011	Eloba	BANGE	Rockin Boxes Global	Washington Mutual Bank	\$46,746.07
Jan. 31, 2011	Eloba	BANGE	Julien	American	\$872,112

			Entertain.	Business Bank	
Feb. 1, 2011	Eloba	BANGE	Ferguson Caseorr Paterson LLP	Rabo Bank	\$286,487
Feb. 15, 2011	Eloba	BANGE	Any Investig. Agency	Washington Mutual Bank	\$122,803
Mar. 15, 2011	Eloba	BANGE	Any Investig. Agency	Commerce Bank	\$122,765
Apr. 7, 2011	Eloba	BANGE	Sweetwater Management Inc.	Washington Mutual Bank	\$149,987
Apr. 15, 2011	Eloba	BANGE	Malibu Estate Management	Commerce Bank	\$119,987
Apr. 15, 2011	Eloba	BANGE	Sweetwater Management	American Business Bank	\$119,987
Jul. 8, 2011	Eloba	BANGE	Aloha Inter'l LLP	Citizens Business Bank	\$149,922.73
Aug. 29, 2011	Eloba	BANGE	Quinn Emmanuel Urquhart Sullivan LLP	City National Bank	\$99,990
Sept. 6, 2011	Eloba	BANGE	Malibu Estate Management	U.S. Bank	\$89,947.99
Sept. 9, 2011	Eloba	BANGE	Any Investig. Agency	Commerce Bank	\$61,842.87
Dec. 19, 2011	Eloba	BANGE	Quinn Emmanuel Urquhart Sullivan	City National Bank	\$114,185.45

			LLP		
Apr. 10, 2012	Eloba	BANGE	Any Investig. Agency	U.S. Bank	\$61,149.20
May 25, 2012	Eloba	BANGE	Aloha Internat'l LLC	Citizens Business Bank	\$198,476.19
Jun. 4, 2012	Eloba	BANGE	Ferguson Caseorr Paterson LLP	Rabo Bank	\$35,000
Dec. 21, 2012	Eloba	BANGE	Law Office of Michael J. Berger	First Republic Bank	\$115,762.07
Mar. 21, 2013	Eloba	BANGE	Fisher & Krekorian	Commerce Bank	\$150,000

None of the entities listed above that received funds from the Eloba Shadow Account possessed a known business relationship with Eloba. Likewise, Berardi and other Eloba employees neither authorized nor knew about any of these transactions.

141. For instance, one wire for \$150,018.87 was sent from the Eloba Shadow Account on October 7, 2010, to Mecafis Estate Services, LLC ("Mecafis") at Comerica Bank. As noted above at paragraph 137, the Eloba Shadow Account received in or around 100 million CFAs (approximately \$200,000) from Somagui one day prior to this wire being transmitted into the United States. Mecafis, a California company formed by Nguema's employee, was used by Nguema to open multiple bank accounts in California. The funds in these Mecafis accounts were used to pay for the maintenance and upkeep of the defendant real property. John Doe F, Nguema's former employee, opened — at Nguema's direction — several accounts at multiple banks in California under the name Mecafis. Nguema explained to John Doe F that because banks in the United

1 States would never open an account for him if they knew he was associated with
2 it, all of these accounts must be opened by third parties – like John Doe F – in the
3 names of various companies – like Mecafis. As a result, Nguema warned John
4 Doe F not to disclose to U.S. banks Nguema’s involvement or association with
5 these accounts.

6 142. In addition to paying for the maintenance of the defendant assets,
7 funds were wire transferred into the United States from the Eloba Shadow
8 Account to pay for Nguema’s personal expenses, including his legal bills. For
9 example, on or around August 29, 2011, a wire for \$99,990 was transmitted from
10 the Eloba Shadow Account, via Deutsche Bank Trust Co., to the account of
11 Quinn, Emanuel, Urquhart and Sullivan, LLP (“Quinn Emanuel”), a law firm
12 based in Los Angeles, California, at City National Bank. Quinn Emanuel is a law
13 firm retained by Nguema in the United States. Twenty-eight days prior to this
14 wire being transmitted, the Eloba Shadow Account received a wire from Somagui
15 for 100 million CFAs (approximately \$200,000). Banking documents state that
16 the payment was for “Pago de factura.”

17 143. Another wire for in or around \$114,185.45 was transmitted from the
18 Eloba Shadow Account, via Wells Fargo Bank, to Quinn Emanuel at City
19 National Bank on December 19, 2011. Banking documents state that the payment
20 was for “Pago Honorarios.” In the four-month period preceding this wire, the
21 Eloba Shadow Account received 83 million CFAs (approximately \$166,000) from
22 Somagui.

23 144. A third wire for \$115,762.07 was wired from the Eloba Shadow
24 Account to the account of the Law Offices of Michael Jay Berger at First Republic
25 Bank on or around December 21, 2011. The comments on the wire stated that the
26 funds were “Payment for Legal Fees and Cost//Incurred in Connection
27 with//Forfeiture Action and Department//of Justice Investigation.” On or about
28 December 31, 2012, Berger wrote a check for \$115,762.97 to Jones Day, a

1 Cleveland-based law firm, for “legal bills.” In the four-month period preceding
2 this wire, the Eloba Shadow Account received in or around 83 million CFAs
3 (approximately \$166,000) from Somagui.

4 145. A fourth wire for in or around \$150,000 was wired from the Eloba
5 Shadow Account, via Bank of America, to the account of Fisher and Krekorian, a
6 California law firm, at Commerce Bank on or around March 21, 2013. Banking
7 documents state that the payment was for “Payment for Technical Juducually
8 Assistance.”

9 146. According to Eloba Witness C, who was familiar with Eloba’s
10 operations and business practices, Nguema utilized these Eloba Accounts to
11 conceal the true source, origin and ownership of funds he transmitted overseas
12 from E.G.

13 **b. In Order to Launder His Corruption Proceeds in the**
14 **United States, Nguema Orchestrated a Scheme to Defraud**
15 **and Deceive U.S. Banks**

16 147. In addition to creating secret accounts in E.G., Nguema similarly
17 orchestrated and implemented a scheme to fraudulently open and use bank
18 accounts at financial institutions in California in order to launder millions of
19 dollars in the United States, while concealing his association with the accounts,
20 the source of funds, and his identity, including his status as an E.G. Minister and
21 the son of E.G.’s President.

22 148. Having acquired the \$30 million Sweetwater property in April 2006,
23 Nguema continued to spend more than \$100,000 per month to pay for the
24 maintenance and upkeep of his newly acquired 12-acre Malibu estate.

25 149. As a result, Nguema’s associates and employees, including Michael J.
26 Berger (“Berger”), a California lawyer, and John Doe F, a former employee,
27 created companies in California, including Unlimited Horizon, Inc. and Mecafis to
28

1 defraud U.S. financial institutions regarding Nguema's relationship to accounts
2 opened and the source and ownership of funds he brought into the United States.

3 150. As part of this scheme, Nguema caused his employees and associates,
4 including Berger, to open bank accounts in California in the names of these
5 companies without disclosing Nguema's ownership of the companies or their
6 funds and concealing his status as a senior foreign public figure ("SFP")³ and a
7 politically-exposed person ("PEP")⁴. At all times alleged herein, Berger and John
8 Doe F worked as Nguema's agents, and worked under his control and direction.

9 151. Nguema and his intermediaries, including Berger, then transferred
10 funds received from Nguema into these fraudulently obtained bank accounts in the
11 United States.

12 152. In opening numerous California bank accounts and using
13 intermediaries' accounts, Nguema and Berger intentionally and deliberately
14 concealed from these financial institutions Nguema's association with these bank
15 accounts as well as his status as a SFP and a PEP.

16 153. U.S. financial institutions face substantial criminal and civil penalties,
17 as well as significant reputational harm, if they fail to adhere to the requirements
18 of the Bank Secrecy Act, 31 U.S.C. §§ 5311 and other anti-money laundering
19 controls. These obligations include, among others requirements, to implement (i)
20 due diligence policies and procedures governing high-risk areas such as accounts

21 ³ An SFP is a current or former senior official in the executive, legislative,
22 administrative, military, or judicial branches of a foreign government, whether or
23 not they are or were elected officials; a senior official of a major political party;
24 and a senior executive of a foreign government-owned commercial enterprise.
25 Also included in the definition of a senior foreign political figure are immediate
26 family members of such individuals, and those who are widely and publicly
27 known (or actually known) close associates of a senior foreign political figure.
28 See 31 C.F.R. 1010.65(p).

⁴ The Federal Financial Institutions Examination Council's Bank Secrecy
Act Ant-Money Laundering Act Examinations Manual defines a "politically
exposed person" as including a "current or former senior foreign political figure,
their immediate family, and their close associates."

1 of PEPs, including SFPs, and (ii) internal controls for managing accounts of PEPs
2 and SFPs and companies owned by such persons.

3 **1. Scheme to Launder Funds Through Union Bank of**
4 **California**

5 154. For instance, on or around August 28, 2006, Berger opened two Basic
6 Business Checking Accounts in the name of Unlimited Horizon, Inc. at a Union
7 Bank of California ("UBOC") branch on Wilshire Boulevard in Beverly Hills.
8 Bank records show that Berger identified himself to UBOC as Unlimited
9 Horizon's president, and was the sole signatory on both UBOC accounts.

10 155. Berger concealed material information from UBOC, including
11 Nguema's association with Unlimited Horizon, as well as Nguema's status as a
12 SFP and a PEP.

13 156. No banker looking at the documents and information provided to
14 UBOC by Berger, could have identified Nguema as being the owner of these
15 accounts, nor could they have identified the account as one affiliated with an SFP
16 and a PEP. Also, by using the tax identification number obtained for Unlimited
17 Horizon, rather than Nguema's social security number, to open these accounts,
18 Nguema and Berger were able to further conceal Nguema's association with these
19 accounts.

20 157. When UBOC inquired about the purpose of Unlimited Horizon,
21 Berger represented falsely to UBOC that Unlimited Horizon was created so that
22 one of Berger's clients could pay a female employee without the client's wife
23 knowing about it.

24 158. After opening both checking accounts, Berger emailed Nguema that
25 day informing him that Unlimited Horizon's two checking accounts had been
26 opened at UBOC and that \$30,000 of Nguema's funds, which were deposited in
27 Berger's client trust account, were used to fund these accounts.

1 159. In addition to the Unlimited Horizon accounts, Berger opened a client
2 trust account at UBOC on or about October 16, 2006. Berger and Nguema agreed
3 that future wires from E.G. should be sent by Nguema initially to this new client
4 trust account. From there, Berger agreed to transmit Nguema's funds to
5 Unlimited Horizon's UBOC accounts. Berger explained to Nguema in an email
6 dated on or about November 1, 2006, that future wires should be sent "to my new
7 client trust account at [UBOC]. I will transfer it from there to the Unlimited
8 Horizon, Inc. General Account. I will send you a separate e-mail and fax
9 requesting a \$200,000 wire transfer and providing wire transfer information for
10 this new account."

11 160. Other correspondence between Berger and Nguema further
12 demonstrates Nguema's ownership and control over Unlimited Horizon UBOC
13 accounts. In an October 21, 2006 email, Berger informed Nguema that he was
14 setting up the UBOC account for online access to provide Nguema "an easy way
15 to check your balance and the payments made on your behalf." In a November
16 17, 2006 e-mail, Berger told Nguema that he had "spent all of your money in the
17 [Unlimited Horizon] General Checking Account."

18 161. Within three months of opening these accounts, Nguema began wiring
19 hundreds of thousands of dollars into the United States through Berger's client
20 trust accounts at both UBOC and Bank of America ("BOA"). Between November
21 24, 2006 and June 6, 2007, Berger's UBOC client trust account received eight
22 wires from Nguema, including from Somagui's account at CCEI Bank in E.G.,
23 amounting cumulatively to approximately \$1,599,419.

24 162. Upon receiving these wires in his client trust accounts, Berger
25 withdrew these funds and deposited them into Unlimited Horizon's UBOC
26 accounts in the form of checks and bank drafts. Between November 29, 2006 and
27 May 11, 2007, Berger deposited seven checks totaling \$1,399,485 into Unlimited
28

1 Horizon's UBOC accounts, after withdrawing these funds as "cash" from his
2 client trust account.

3 163. Berger sent Nguema an email on or about October 16, 2006,
4 confirming that any funds wired to this client trust account by Nguema would, in
5 turn, be transferred to Unlimited Horizon's UBOC accounts. Specifically, Berger
6 reminded Nguema, "I have spent or transferred to the Unlimited Horizon
7 Accounts all of the funds that you wired to my [client trust] account Unlike
8 my [client trust] account [at BOA] which is used for many clients, the 2 Unlimited
9 Horizon Accounts are used exclusively for your business"

10 164. UBOC records show that Unlimited Horizon's accounts were used to
11 support, maintain and enhance the Sweetwater property, including, among other
12 things, paying in or around \$54,000 per month for home security services;
13 \$10,000 per month in electricity bills; \$8,000 per month in phone bills;
14 \$73,649.95 in property taxes; \$6,875 for the installation of a sauna; more than
15 \$10,000 for home theater equipment; more than \$4,000 for home insurance; more
16 than \$12,000 in landscaping fees; more than \$36,000 in tree care-related fees; and
17 more than \$30,000 per month in payroll for Nguema's household staff, including
18 estate managers, maintenance crews, and housekeepers.

19 165. Berger obtained Nguema's consent before disbursing any checks from
20 Unlimited Horizon's accounts. Berger would make payments from these accounts
21 after receiving a "check request form" signed in Nguema's handwriting
22 authorizing Berger to pay a specific vendor a specified amount. In an email to
23 Berger from Nguema's then-personal assistant on or about August 8, 2006, she
24 wrote, "Mr. Nguema wanted me to inform you that he does not want you to use or
25 allocate any of Mr. Nguema's funds, either existing or forthcoming, without his
26 written approval."

27 **2. Scheme to Launder Funds Through Comerica Bank**

28 166. On or about February 6, 2007, Nguema applied to open a bank

1 account at Comerica Bank on the Avenue of the Stars in Los Angeles.

2 167. On this occasion, Nguema directed Jane Doe D, an accountant, to
3 open the account in his name and to identify himself as an E.G. citizen to the
4 bank, but he nonetheless concealed from Comerica the fact that he was a PEP and
5 an SFP. When asked explicitly whether Nguema “ever performed important
6 public functions for a foreign state (PEP)?” Jane Doe D answered in the negative.
7 When asked whether Nguema was “closely associated with person(s) who
8 perform public functions for a foreign state (PEP)?” Jane Doe D again answered
9 in the negative.

10 168. Furthermore, instead of identifying Nguema as E.G.’s Minister of
11 Forestry and Agriculture, Jane Doe D claimed that Nguema was not employed and
12 that his source of income was “family inheritance, sale of automobiles . . . [and]
13 trading expensive & custom automobiles.” In connection with his family
14 inheritance, Jane Doe D informed the bank that Nguema receives \$50,000 per
15 week (or approximately \$1.2 million per year) “from France, Spain or England
16 from private funds received re inheritance.”

17 169. Once this account was opened, Nguema deposited \$158,086.99 in
18 checks into it.

19 170. On or about March 22, 2007, Comerica closed this account after the
20 bank’s compliance personnel discovered that Nguema was a PEP and an SFP.
21 The remaining balance of \$153,100.99 was provided to Nguema in the form of a
22 bank check that, in turn, was deposited into Berger’s BOA client trust account.
23 These funds were again used to pay for Nguema’s personal expenses, including
24 maintenance and upkeep of the defendant Sweetwater property.

25 **3. Scheme to Launder Funds Through Citibank**

26 171. On or about June 25, 2007, approximately 13 days after UBOC closed
27 Nguema’s accounts, Berger opened another account in the name of Unlimited
28 Horizon at a Citibank branch on Wilshire Boulevard, one block from UBOC.

1 Although during the preceding three years five different banks in California
2 closed twelve different accounts used by Nguema after learning that Nguema
3 controlled or used those accounts to transmit funds into the United States, Berger
4 represented to Citibank that he alone was Unlimited Horizon's president and
5 concealed from Citibank Nguema's association with the company as well as
6 Nguema's status as an SFP and a PEP.

7 172. Furthermore, in opening the Citibank account, Berger made several
8 explicit misrepresentations to mislead Citibank personnel. Berger fraudulently
9 represented that:

- 10 (i) He was the sole shareholder and director of Unlimited
11 Horizon, a single stockholder corporation, when, in fact,
12 Nguema was Unlimited Horizon's sole owner;
- 13 (ii) Unlimited Horizon was in the business of providing legal and
14 accounting services when, in actuality, Unlimited Horizon
15 provided no commercial services of any kind, let alone legal
16 and accounting services;
- 17 (iii) Unlimited Horizon generated \$400,000 in annual sales per year
18 and \$100,000 in profit when, in actuality, Unlimited Horizon
19 made no such earnings;
- 20 (iv) Unlimited Horizon had two "suppliers" – Beverly Wilshire
21 Investment Company ("BWIC") and Jane Doe 2, an associate
22 at Berger's law office when, in fact, neither BWIC nor Jane
23 Doe 2 maintained any such relationship with Unlimited
24 Horizon; and
- 25 (v) Unlimited Horizon was banking with BOA when, in actuality,
26 Unlimited Horizon possessed no BOA accounts.

27 173. Furthermore, prior to opening this bank account, a Citibank banker
28 explicitly asked Berger:

- 1 (i) whether “any signer/owner (owning 25% or more) [of
2 Unlimited Horizon]. . . is a citizen of a country other than the
3 United States or Puerto Rico?” and
- 4 (ii) “If yes, are any of such owners a Senior Public Figure (SPF)
5 (for example, a current or former Senior Public Figure or
6 Senior Official in the executive, legislative, administrative,
7 military or judicial branch of a government) or a close
8 associate/family member of an SPF?”

9 In response, Berger fraudulently answered “no” to the first question.

10 174. On or about July 10, 2007, Berger withdrew \$100,000 of Nguema’s
11 funds from his client trust account at BOA to open Unlimited Horizon’s Citibank
12 account. In an email to Nguema on or about July 12, 2007, Berger confirmed,
13 “[A]s we discussed this morning, on July 10, 2007 I went to Bank of America,
14 withdrew \$100,000.00 of your money from my Bank of America [client trust]
15 account, purchased a cashier’s check for \$100,000.00 made out to Unlimited
16 Horizon, Inc. and deposited said cashier’s check into the new Unlimited Horizon,
17 Inc. account at Citibank.”

18 175. Over the course of the next five months, Nguema transferred over \$1
19 million directly from E.G. into Berger’s client trust account. Berger, in turn,
20 transferred these funds into Unlimited Horizon’s Citibank account. Specifically:

- 21 (i) On or about July 27, 2007, Nguema wired approximately
22 \$199,948.82 in the name of Somagui in E.G. into Berger’s BOA
23 client trust account. Berger then withdrew these funds in cash and
24 deposited them in the form of a bank check into Unlimited Horizon’s
25 Citibank account;
- 26 (ii) On or about August 16, 2007, Berger withdrew \$199,908.45 of
27 Nguema’s money from his BOA client trust account as cash and
28 deposited these funds in the form of a bank check into the Unlimited
Horizon Citibank account;

- 1 (iii) On or about September 11, 2007, Nguema wired approximately
2 \$199,934.10 in the name of Somagui in E.G. into Berger's BOA
3 client trust account. Berger then withdrew these funds as cash and
4 deposited them in the form of a bank check into the Unlimited
5 Horizon Citibank account;
- 6 (iv) On or about October 12, 2007, Nguema wired \$199,931.82 in the
7 name of Somagui in E.G. into Berger's BOA client trust account.
8 That same day, Berger withdrew \$199,896.82 as cash from his BOA
9 client trust account and deposited these funds in the form of a bank
10 check into the Citibank account; and
- 11 (v) On or about November 6, 2007, Nguema wired \$169,178.26 in the
12 name of Somagui in E.G. into Berger's BOA client trust account.
13 Three days later, Berger transferred \$169,143.26 to the Citibank
14 account from his BOA client trust account.

15 176. Citibank records show that the funds in Unlimited Horizon's Citibank
16 account were used to pay for expenses relating to the defendant Sweetwater
17 property, including, among other things, approximately \$54,000 per month on the
18 home's security detail, over \$9,000 per month on the power bill to Southern
19 California Edison, over \$5,000 per month on the home's water bill to Los Angeles
20 County Waterworks, \$37,000 on landscaping costs, \$3,773 on maintenance for the
21 home's fish tank, \$24,700 on outdoor landscape lighting, \$7,577 for the "Fish
22 Physician" in connection with the home's Koi pond, \$9,600 on audio-video
23 equipment, \$1,304 for swimming pool maintenance, and thousands of dollars for
24 home furniture and decorations.

25 177. In an email dated on or about December 7, 2007, Berger confirmed
26 with Nguema, "I know that all payments [from the Citibank account] must be
27 approved by you . . . I understand the importance of the principle. This e-mail
28 will reconfirm that I will only pay bills approved by you."

178. When the Citibank account ran low on funds, Berger contacted
Nguema to wire more money from E.G. On or about October 30, 2007, for

1 instance, Berger emailed Nguema and advised him, "[t]he bottom line is that it is
2 time to send more money to my [client trust] account. I have prepared a bill and
3 wire transfer instructions and attached those conditions."

4 179. On or about May 20, 2008, Citibank closed Unlimited Horizon's
5 account. When a Citibank banker from the Wilshire Branch telephoned Berger to
6 advise him that this account needed to be closed, Berger neither commented nor
7 raised any questions as to why such a decision had been made. As of May 2008,
8 six banks in California had closed thirteen accounts during the preceding four
9 years after learning of their association with Nguema.

10 **4. Scheme to Launder Funds Through BOA and UBOC**

11 180. Between 2004 and 2007, Nguema transmitted more than \$1.5 million
12 dollars into the United States from E.G. through Berger's client trust accounts at
13 BOA and UBOC. These funds were used to pay for Nguema's personal expenses,
14 including the maintenance and upkeep of the defendant assets.

15 181. By permitting Nguema to wire money into Berger's client trust
16 account, before transferring those funds to Unlimited Horizon's bank accounts at
17 UBOC and Citibank, Nguema and Berger were able to further conceal from
18 financial institutions in the United States Nguema's association with these
19 accounts.

20 182. Upon receiving funds from Nguema, Berger either (i) transmitted
21 these funds to various bank accounts held in the names of various California
22 corporations used by Nguema to pay his personal expenses, including for the
23 maintenance and upkeep of the defendant assets, or (ii) used the funds to pay
24 Nguema's personal bills directly.

25 183. Specifically, Berger's BOA account received the following wires
26 from E.G.: (i) \$299,933.50 from Nguema on or about August 8, 2005; (ii)
27 \$299,923.68 from SOCAGE on or about August 4, 2006; (iii) \$199,975.90 from
28 SOCAGE on or about September 26, 2006; (iv) \$199,976.17 from SOCAGE on or

1 about October 20, 2006; (v) \$199,948.82 from SOCAGE on or about July 26,
2 2007; (vi) \$199,933.45 from Somagui on or about August 14, 2007; and (vii)
3 \$199,934.10 from Somagui on or about September 11, 2007.

4 184. After receiving these wires, Berger frequently wrote checks to "cash"
5 and used the funds to purchase cashier's checks that were then deposited in
6 Unlimited Horizon's accounts at UBOC and Citibank. For instance, Berger (i) on
7 or about October 23, 2006, wrote a check to cash and used the funds to purchase a
8 cashier's check for \$199,931.17 that was deposited in Unlimited Horizon's UBOC
9 account; (ii) on or about July 10, 2007, wrote a check to cash and used the funds
10 to purchase a cashier's check for \$100,000 that was deposited in Unlimited
11 Horizon's Citibank account; (iii) on or about July 27, 2007, wrote a check to cash
12 and used the funds to purchase a cashier's check for \$199,948.82 that was
13 deposited in Unlimited Horizon's Citibank account; (iv) on or about August 16,
14 2007, wrote a check to cash and used the funds to purchase a cashier's check for
15 \$199,908.45 that was deposited in Unlimited Horizon's Citibank account; (v) on
16 or about September 11, 2007, wrote a check to cash and used the funds to
17 purchase a cashier's check for \$199,934.10 that was deposited in Unlimited
18 Horizon's Citibank account; (vi) on or about October 12, 2007, wrote a check to
19 purchase a cashier's check for \$199,896.82 that was deposited in Unlimited
20 Horizon's Citibank account; (vii) on or about November 9, 2007, wrote a check to
21 purchase a cashier's check for \$169,143.26 that was deposited in Unlimited
22 Horizon's Citibank account; and (viii) on or about December 14, 2007, wrote a
23 check to purchase a cashier's check for \$230,687.84 that was deposited in
24 Unlimited Horizon's Citibank account. The funds in Unlimited Horizon's UBOC
25 and Citibank accounts were then used by Nguema to pay for various personal
26 expenses, including the maintenance and upkeep of the defendant assets.

27 185. In addition, at other times, Berger wrote checks directly from his
28 BOA client trust account to pay for various personal expenses incurred by

1 Nguema, including some relating to the maintenance and upkeep of the
2 Sweetwater property. For instance, (i) on or about August 31, 2006, October 4,
3 2006, and July 6, 2007, Berger paid \$56,544, \$54,720, and \$54,720, respectively,
4 to the Sweetwater property's security service; and (ii) on or about December 10,
5 2007, Berger paid \$169,242.68 in county property taxes for the Sweetwater
6 property from this account.

7 186. After BOA investigated Berger's use of his client trust account in
8 2008, BOA closed Berger's client trust account as it "wasn't comfortable" with
9 Berger's use of this account. Likewise, as explained above, UBOC closed
10 Berger's client trust account in June 2007.

11 **5. Scheme to Launder Funds Through Wells Fargo Bank**

12 187. On or about March 14, 2008, approximately nine months after UBOC
13 closed Nguema's Unlimited Horizon accounts and Berger fraudulently opened
14 another Unlimited Horizon account at Citibank, Nguema directed his employee
15 John Doe F to open more bank accounts at various banks located on Pacific Coast
16 Highway in Malibu. Specifically, Nguema directed John Doe F to open these
17 account for Nguema's exclusive use and control in the name of Mecafis at various
18 banks, including a branch of Wells Fargo Bank, N.A., located on Pacific Coast
19 Highway in Malibu less than one mile from the Sweetwater property.

20 188. Nguema provided John Doe F with \$2,000 in cash to open this
21 account. No banker looking at the documents and information provided to Wells
22 Fargo by John Doe F in opening this account, could have identified Nguema as
23 being the owner of this account, nor could they have identified the account as one
24 affiliated with an SFP and a PEP.

25 189. As of about March 14, 2008, when this Wells Fargo account was
26 opened, five different banks in California had closed twelve different accounts
27 associated or controlled by Nguema during the preceding four-year period. Yet
28 John Doe F, at Nguema's direction, did not disclose Nguema's association with

1 this account, nor did he disclose Nguema's status as an SFP or PEP. When John
2 Doe F opened this account, he informed Wells Fargo that he was Mecafis' owner.

3 190. Over the course of the following seventeen months, eight other
4 signatories cycled through this account for varying periods of time. These
5 individuals included Nguema's accountants in Pasadena, California; various
6 household employees of Nguema; and a girlfriend of Nguema. None of these
7 individuals ever disclosed Nguema's association and use of this account, as well
8 as his status as an SFP and PEP, to Wells Fargo.

9 191. Between on or about April 14, 2008, and March 25, 2010, Mecafis'
10 Wells Fargo account received 23 wires from Nguema in E.G. In total, these wires
11 amount to in or around \$3,980,109. These wires originated from E.G. bank
12 accounts held by Nguema, SOCAGE, Somagui, and Sofona at three E.G. banks:
13 CCEI Bank, BGFI Bank and Societe Generale Guinee Equatoriale.

14 192. The funds in this account were used to pay for the maintenance and
15 upkeep of the Sweetwater property.

16 193. When John Doe F, who originally opened the account, asked Nguema
17 to have his name removed from the account, his name was replaced by John Doe
18 G, an accountant in Pasadena. The next day Nguema terminated John Doe F as an
19 employee.

20 **6. Scheme to Launder Funds Through J.P. Morgan Chase**
21 **Bank**

22 194. Two years after Nguema fraudulently opened the Mecafis account at
23 Wells Fargo, John Doe G opened an account for Nguema's use and control under
24 the name of Sweetwater Canyon, Inc. at a branch of J.P. Morgan Chase Bank,
25 N.A., located on East Colorado Boulevard in Pasadena, California in or around
26 one mile from John Doe G's accounting firm, on October 5, 2010. John Doe G
27 stated that he was Sweetwater Canyon's president but neither disclosed Nguema's
28 association with this account nor his status as a PEP and a SFP. The initial

1 deposit for the account's opening was funded with a check from Mecafis' account
2 at Dominica Bank. No banker looking at the documents and information,
3 provided to J.P. Morgan Chase by John Doe G and Nguema, could have identified
4 Nguema as being the owner of this account, nor could they have identified the
5 account as one affiliated with an SFP and a PEP.

6 195. This account is used to pay for the maintenance and upkeep of the
7 defendant assets, including the Sweetwater property's gas bills, phone bills, water
8 bills, swimming pool maintenance fees, maintenance fees for the property's
9 aquarium, gardening and landscaping bills, legal bills, accounting bills, and the
10 salaries of the Sweetwater property's employees. This account was also used to
11 pay for, among other things, the insurance for the defendant Ferrari and the
12 storage fees for Rockin Boxes, where the defendant Michael Jackson memorabilia
13 was stored and secured.

14 196. The account received several wires from E.G. for Nguema's use
15 including (i) \$150,000 in the name of G.E. Port SA in Bata on or about January
16 20, 2011; and (ii) \$149,987 from the Eloba Shadow Account on or about October
17 22, 2010. One day prior to receiving the wire transfer from the Eloba Shadow
18 Account, that account received in or around 500 millions CFAs (approximately \$1
19 million) from Somagui.

20 **H. Purchase of the Defendants In Rem**

21
22 **a. Purchase of the Defendant White Crystal-Covered**
23 **"Bad Tour" Glove and Other Michael Jackson**
24 **Memorabilia**

25 197. In August 2010, an intermediary registered Nguema to bid in a live
26 auction of celebrity memorabilia (called the "Legends" auction) taking place on
27 October 9, 2010, in Macau, China (October 8, 2010, in California). The
28 intermediary advised the auction house by email to "Please make sure that

1 [Nguema's] name does not appear anywhere, he should be invisible," and to
2 "please make sure that where a name needs to be, my name is there. This is very
3 important."

4 198. At the "Legends" auction, the intermediary bid on various auction
5 items by telephone from Los Angeles, for Nguema, and was the winning bidder
6 on numerous items of Michael Jackson memorabilia. The auction house prepared
7 two invoices in the name of the intermediary, totaling \$1,398,062.50, using the
8 address of the Sweetwater property.

9 199. When one of Nguema's assistants received the invoices, she instructed
10 the auction house to revise the invoices to indicate that the purchases were being
11 billed to "Amadeo Oluy, Malabo, Guinea Equatorial." These items were shipped
12 to E.G.

13 200. In December 2010, another auction of celebrity memorabilia was held
14 by the same auction house, this time in Beverly Hills, California. An intermediary
15 came to the auction on Nguema's behalf and successfully bid on the defendant
16 white crystal-covered "Bad Tour" glove and other defendant items listed in
17 Attachment A-1. The total cost of these items was \$872,125.00.

18 201. In accordance with the instructions it had previously received, the
19 auction house prepared invoices that did not list the buyer as Nguema, but instead
20 used another name, with the address Sweetwater, Malabo, Guinea Equatorial.
21 These items were subsequently packed for shipment and delivered to the
22 defendant Sweetwater property.

23 202. On January 31, 2011, Nguema caused \$872,112.00 to be wire
24 transferred from the Eloba Shadow Account to an account at American Business
25 Bank in Los Angeles in the name of the auction house, Julien Entertainment, to
26 pay for the items purchased at the December 2010 auction. In the three-month
27 period preceding this wire transfer, the Eloba Shadow Account received 600
28 million CFAs (approximately \$1.2 million) in wire transfers from Somagui.

1 Eloba possessed no known business relationship with Julien's Entertainment, and
2 the defendant Michael Jackson memorabilia listed in Attachment A-1 was used
3 for no known corporate or business purpose relating to Eloba. Neither Berardi nor
4 other Eloba personnel authorized or were aware of this transaction.

5 203. In March 2011, the auction house held another auction, called "Rock
6 & Roll." Again, an intermediary bid on items on Nguema's behalf. Through the
7 intermediary, Nguema purchased the items listed in Attachment A-2, for a total
8 purchase price of \$115,000.

9 204. On March 29, 2011, an employee of the auction house sent her
10 employer an email regarding the invoices for the items purchased on Nguema's
11 behalf asking,

12 I assume I need to rewrite the invoices in the same fashion as I've
13 done in prior sales? (putting all lots on one page, adding catalog page
14 numbers and changing the Buyer's name)

15 205. The invoices were prepared listing the intermediary, rather than
16 Nguema, as the buyer.

17 206. On April 15, 2011, Nguema caused a net total of \$119,974.00 to be
18 wire transferred from his Eloba Shadow Account to the bank account of
19 Sweetwater Management, Inc. at American Business Bank in Los Angeles,
20 California. Sweetwater Management, Inc. was a California company formed by
21 Nguema in or around 2006. The money paid for the items purchased at the March
22 2011 auction. Ten days before this wire was transmitted, the Eloba Shadow
23 Account received a wire for 100 million CFAs (approximately \$200,000) from
24 Somagui. The defendant Michael Jackson memorabilia listed in Attachment A-1
25 was used for no known corporate or business purpose relating to Eloba.

26 207. The items listed in Attachment A-2 were transported to the defendant
27 Sweetwater property on or about September 8, 2011.
28

1 208. In June 2011, Nguema again used an intermediary to bid on more
2 Michael Jackson memorabilia at a "Music Icons" auction. The intermediary
3 successfully bid on items costing a total of \$379,700.00. On or about August 22,
4 2011, Nguema paid for the items through a wire transfer in the amount of
5 \$379,692.00 sent by "Oluy Amadeo" in E.G. to the bank account of the auction
6 house at American Business Bank in Los Angeles, California. In the three-month
7 period preceding this wire transfer, the Eloba Shadow Account at BANGE
8 received 280 million CFAs (approximately \$560,000) in wire transfers from
9 Somagui. The items purchased by Nguema at the June 2011 auction are listed in
10 Attachment A-3 and were also delivered to the defendant Sweetwater property on
11 or about September 8, 2011.

12 209. After acquiring the defendant memorabilia, Nguema stored and
13 maintained some of the defendant memorabilia at Rockin Boxes Storage, a storage
14 facility in the Los Angeles area. In order to pay for these storage and maintenance
15 costs, Nguema wired funds into the United States from E.G. For instance, in or
16 around January 13, 2011, Nguema caused \$46,746.07 to be wired from the Eloba
17 Shadow Account to Rockin Boxes Storage's account at Washington Mutual Bank
18 for the maintenance and storage of some of the defendant memorabilia. In or
19 around one month prior to this wire transfer, the Eloba Shadow Account received
20 a wire transfer from Somagui for 100 million CFAs (approximately \$200,000).
21 The defendant Michael Jackson Memorabilia was used for no known corporate or
22 business purpose relating to Eloba.

23 **b. Purchase of the Defendant Real Property**

24 210. The defendant real property is located in a gated community in
25 Malibu, California, and at the time of purchase in 2006, it included approximately
26 12 acres of land overlooking the Pacific Ocean, a 15,000 square-foot main house,
27 a 2,500 square-foot guest house, two gate houses, a pool overlooking the ocean, a
28 putting green, and a tennis court.

1 211. In approximately February 2006, Nguema reached an agreement to
2 purchase the defendant real property for approximately \$30 million.

3 212. Although Nguema was in Bata, E.G. during much of the negotiations
4 with the seller and the title company prior to closing, Nguema remained actively
5 engaged in these discussions. According to PSI records, Nguema, for instance, (i)
6 signed in his own handwriting a "Residential Lease After Sale" ("Lease") with the
7 seller, faxing the signed contract to Nagler on April 2, 2006, using John Doe C's
8 General Work office fax line in Bata; (ii) initialed an addendum to the Lease on
9 April 2, 2006, and faxed the document back to Nagler from John Doe C's office
10 fax line; (iii) requested that the title company amend the escrow instructions,
11 using John Doe E's General Work fax line on April 2, 2006; and (iv) signed in his
12 own handwriting the "Amended/Supplemental Escrow Instructions" on April 5,
13 2006, again faxing the document to Nagler from John Doe E's fax line.

14 213. Nguema paid a total of \$30,442,000 into escrow account #LGL-226-
15 1234 at First American Title Company, 520 North Central Avenue, Glendale,
16 California 91203, held at First American Trust FSB in Santa Ana, California, for
17 the purchase of the defendant real property. These payments were made as
18 follows on or about the following dates, according to the records of the PSI.

19 214. On February 2, 2006, West Coast Escrow, on behalf of Nguema, wire
20 transferred \$900,000 from one of its escrow accounts to First American Title
21 Company's escrow account. These funds had come from Nguema's unsuccessful
22 attempt to buy a private jet directly from Gulfstream Aerospace Corporation in
23 2005. When it cancelled the sale, Gulfstream released approximately \$20 million
24 plus interest that it had received as partial payment for the plane to Nguema
25 through a United States law firm. Per Nguema's instructions, the law firm
26 transferred \$900,000 of these funds to West Coast Escrow on December 22, 2005,
27 in connection with an earlier attempt by Nguema to purchase the defendant real
28 property. West Coast Escrow, in turn, executed this transfer into the First

1 American Title Company escrow account in California in February 2006.

2 215. From April 5, 2006 through April 26, 2006, Nguema sent five wire
3 transfers, each in the amount of \$5,908,400, from Equatorial Guinea to the First
4 American Trust escrow account. The funds were transmitted into the United
5 States from Société Générale de Banque en Guinée Équatoriale ("Société
6 Générale"), where Nguema held a personal account. The total amount of these
7 five wire transfers was \$29,542,000.

8 216. The funds in Nguema's Société Générale personal account that were
9 wired to the First American Trust escrow account originated from an E.G. public
10 treasury account. These public funds were then funneled through Nguema's
11 personal account at Société Générale to the First American Trust escrow account.

12 217. Added to the \$900,000 initial payment into escrow, the total amount
13 paid into escrow was \$30,442,000.

14 218. The total purchase price for the defendant real property was paid in
15 full from funds provided by Nguema.

16 219. Nguema did not purchase the defendant real property in his own
17 name. On or about February 8, 2006, Nguema caused the formation of a limited
18 liability company called Sweetwater Malibu, LLC, for the purpose of taking title
19 to the defendant real property. Nguema was the sole member of the company at
20 all times, and provided Sweetwater Malibu, LLC with all necessary funds to take
21 title to the defendant real property.

22 220. In addition, Nguema took steps to conceal the source, ownership and
23 control of the Sweetwater property. For instance:

- 24 (A) Sweetwater Malibu's articles of organization, which were filed with
25 the California Secretary of State on February 8, 2006, make no
26 reference to Nguema anywhere in the document. Instead, Nagler is
27 listed as the company's initial agent for service of process and an
28 unrelated nominee signed the document as the company's purported
"organizer."

- 1 (B) Although Sweetwater Malibu was required under California law to
2 file a Statement of Information disclosing publicly the name and
3 address of its manager, the type of business it engages in, and the
4 name and address of its chief executive officer, by May 7, 2006, no
5 such statement was filed. Sweetwater Malibu did not file such a
6 statement until September 25, 2006, after the transaction to purchase
7 the Sweetwater property was completed.
- 8 (C) In obtaining an EIN for Sweetwater Malibu, Nagler's assistant, the
9 same Nagler employee who filed the false EIN application for Sweet
10 Pink, Inc., filed a false EIN application with the I.R.S. for
11 Sweetwater Malibu. In that application, Nagler's assistant, at
12 Nagler's direction, claimed falsely to the I.R.S. that she was
13 Sweetwater Malibu's "principal officer, general partner, grantor,
14 owner or trustor." In addition, she claimed falsely to the I.R.S. that
15 she, rather than Nguema, was Sweetwater Malibu's lone member.
16 No reference is made anywhere in this application to Nguema's
17 involvement and/or association with Sweetwater Malibu. Again,
18 Nagler dictated information directly into a tape recorder that his
19 assistant then used to complete the relevant I.R.S. EIN application
20 form.
- 21 (D) Nguema required his realtor to enter into a confidentiality agreement
22 barring him from discussing or disclosing Nguema's identity or
23 details and facts relating to the Sweetwater property transaction.
- 24 (E) Nguema also required his realtor not to disclose his identity as the
25 listing agent on the Multiple Listing Service database, which
26 ordinarily records and discloses real estate transactions and the names
27 of the realtors who handled a transaction.
- 28 (F) On April 3, 2006, Nagler recommended that Nguema ask that the
escrow company draft the deed so as to "show [Nagler's] office
address so that there is no tie in with [Nguema's current residential]
address." Nagler reminded Nguema that, "The deed is a public
document. The other closing documents should [also] go to my
address."

1 (G) On April 4, 2006, Nguema responded to, and explicitly approved,
2 Nagler's recommendation that the Sweetwater property's deed list
3 Nagler's office address. Nguema signed the letter in his own
4 handwriting and faxed his response back to Nagler using John Doe
E's fax line in Bata.

5 221. A grant deed was recorded indicating that the seller sold the defendant
6 real property to "Sweetwater Malibu, LLC" on February 27, 2006. However,
7 escrow did not close, and the deed was not recorded, until April 27, 2006.

8 222. After acquiring the defendant real property, Nguema continued to
9 wire hundreds of thousands of dollars into the U.S. financial system from E.G. to
10 pay for the maintenance and upkeep of the property. Nguema utilized his Eloba
11 Shadow Account to transmit multiple wires to his U.S. shell companies, including
12 Mecafis, Malibu Estate Management, and Sweetwater Management, to pay for the
13 maintenance and upkeep of the Sweetwater Property. For instance:

- 14 (i) In or around December 23, 2010, Nguema caused \$119,987 to be
15 wired from the Eloba Shadow Account to Malibu Estate
16 Management, LLC at Commerce Bank, to pay for, among other
17 things, the maintenance and upkeep of the defendant real property.
18 During that same month, the Eloba Shadow Account received a wire
19 from Somagui for 100 million CFAs (approximately \$200,000). The
20 defendant real property was used for no known corporate or business
21 purpose relating to Eloba;
- 22 (ii) On April 7, 2011, Nguema caused \$149,987 to be wired from the
23 Eloba Shadow Account to Sweetwater Management, Inc. at
24 Washington Mutual Bank, to pay for, among other things, the
25 maintenance and upkeep of the defendant real property. Eight days
26 later, in or around April 15, 2011, Nguema caused an additional
27 \$119,987 to be wired from the Eloba Shadow Account to Malibu
28 Estate Management, LLC at Commerce Bank, to pay for, among

1 other things, the maintenance and upkeep of the defendant real
 2 property. Two days prior to that first wire being sent from the Eloba
 3 Shadow Account on April 7, 2011, that account received a wire from
 4 Somagui for 150 million CFAs (approximately \$300,000);

- 5 (iii) In or around September 6, 2011, Nguema caused \$89,947.99 to be
 6 wired from the Eloba Account to Malibu Estate Management, LLC at
 7 U.S. Bank, to pay for, among other things, the maintenance and
 8 upkeep of the defendant real property. Five days earlier, on
 9 September 1, 2011, the Eloba Shadow Account received a wire for 50
 10 million CFAs (approximately \$100,000) from Somagui.

11 **c. Purchase of The Defendant 2011 Ferrari**

12 223. On or about November 11, 2010, Nguema took delivery of the
 13 defendant 2011 Ferrari 599 GTO from Ferrari of Beverly Hills. Nguema caused
 14 his forestry company, Somagui, to make initial down payments on his behalf by
 15 executing wire transfers of approximately \$25,131, \$39,912, and \$14,929.65 to
 16 the account of Ferrari of Beverly Hills at Pacific Western Bank in California in
 17 November and December of 2009. On October 21, 2010, Nguema faxed a wire
 18 transfer request from the Sweetwater property to an E.G. bank, requesting that
 19 \$493,010.99 be wired to the Ferrari dealer at Pacific Western Bank. Although the
 20 signature line on the document reads "Amadeo Oluy," Nguema signed the
 21 document in his own handwriting. On or around December 16, 2010,
 22 \$492,997.99 was paid via wire transfer from the Eloba Shadow Account to Pacific
 23 Western Bank. On or around 36 days prior to this wire transfer, Nguema's Eloba
 24 Shadow Account at BANGE in E.G. received a wire transfer for 500 million
 25 CFAs (approximately \$1 million) from Somagui. The defendant Ferrari was used
 26 or purchased for no known corporate or business purpose relating to Eloba.

27 224. The total recorded purchase price for the vehicle was \$532,984.12.
 28 When the Ferrari dealer realized that Nguema had overpaid by \$39,973.13, this

1 money was refunded to Nguema on December 23, 2009, by wiring this amount
2 directly to an account in Mecafis' name at Wells Fargo Bank. The defendant
3 Ferrari was seized from the Sweetwater property and is currently in the custody of
4 the United States.

5 CONCLUSION

6 225. As set forth above, despite a relatively modest government salary,
7 Nguema has acquired vast personal wealth in excess of one hundred million
8 dollars through corrupt schemes. Nguema also has taken significant steps to
9 conceal the source and ownership of his funds and assets.

10 226. On information and belief, the approximately \$32 million used by
11 Nguema to purchase the defendant assets was derived from funds obtained
12 through extortion, bribery of a public official, the misappropriation, theft, or
13 embezzlement of public funds by or for the benefit of a public official, in violation
14 of the laws of E.G., as well as the transportation and receipt of property stolen or
15 taken by fraud.

16 227. Similarly, on information and belief, funds obtained through (i)
17 extortion, bribery of a public official, the misappropriation, theft, or
18 embezzlement of public funds by or for the benefit of a public official, in violation
19 of the laws of E.G.; (ii) the transportation and receipt of property stolen or taken
20 by fraud; (iii) domestic bank fraud (18 U.S.C. § 1344); and (vii) making false
21 statements to a financial institution (18 U.S.C. § 1014), were used to provide for
22 the enhancement, decoration, maintenance and upkeep of these defendants *in rem*,
23 including paying for the taxes and insurance fees associated with these assets, the
24 payroll of individuals retained to manage and care for the defendant assets, as well
25 as provide for the general security, preservation and safeguarding of these
26 defendant properties.

27 ///

28 ///

FIRST CLAIM FOR FORFEITURE

(18 U.S.C. § 981(a)(1)(C))

228. Paragraphs 1 through 227 above are incorporated by reference as if fully set forth herein.

229. Pursuant to 18 U.S.C. § 981(a)(1)(C), “[a]ny property, real or personal, which constitutes or is derived from proceeds traceable to . . . any offense constituting ‘specified unlawful activity’” is subject to forfeiture to the United States.

230. “Specified unlawful activity” is defined in 18 U.S.C. § 1956(c)(7)(A) and (c)(7)(B)(ii) and (iv) to include, among other things, (i) foreign offenses involving “extortion”; (ii) foreign offenses involving “the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official”; (iii) foreign offenses involving bribery of a public official; (iv) transportation of stolen or fraudulently obtained money (18 U.S.C. § 2314); and (v) receipt of stolen money (18 U.S.C. § 2315).

231. As set forth above, the defendant assets constitute property that constitutes or is derived from proceeds traceable to extortion, bribery of a public official, the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official in violation of the laws of E.G., as well as the transportation and receipt of property stolen or taken by fraud.

232. The foreign offenses at issue include violations of the following provisions of the Spanish Penal Code of 1968, which are still the law in E.G.: Article 131 (abuse of public office); Article 196 (expropriation of assets by a public official); Article 198 (taking advantage of official position to exercise a profession directly related to scope of official duties); Article 200 (collection of illegal taxes); Article 202 (demanding payment of unauthorized taxes); Article 385 (prohibiting public officials from demanding or accepting bribes to perform a crime); Article 386 (prohibiting public officials from demanding or accepting

1 bribes to perform an unjust act); Article 387 (prohibiting public officials from
 2 soliciting improper gifts); Article 390 (prohibiting public officials from receiving
 3 improper gifts), Article 394 (prohibiting public officials from stealing public
 4 funds); Article 396 (prohibiting public officials from embezzling funds under his
 5 care); Article 400 (prohibiting public officials from defrauding the state); Article
 6 401 (criminal conflict of interest by a public official); Article 404 (prohibiting
 7 public officials from taking part in for-profit transactions within the limits of their
 8 jurisdiction); Article 493 (criminal threats); Article 496 (unlawful compulsion);
 9 Article 503 (forcibly requiring someone to sign, grant or quit claim a public
 10 instrument or document); Article 514 (theft); and Articles 528 and 533 (fraud).

11 233. Therefore, the defendant assets are subject to forfeiture to the United
 12 States pursuant to 18 U.S.C. § 981(a)(1)(C), on the grounds that they constitute or
 13 are derived from proceeds traceable to a specified unlawful activity.

14 **SECOND CLAIM FOR FORFEITURE**

15 (18 U.S.C. § 981(a)(1)(A))

16 234. Paragraphs 1 through 233 above are incorporated by reference as if
 17 fully set forth herein.

18 235. Pursuant to 18 U.S.C. § 981(a)(1)(A), “[a]ny property, real or
 19 personal, involved in a transaction or attempted transaction in violation of section
 20 . . . [18 U.S.C. § 1957], or any property traceable to such property,” is subject to
 21 forfeiture to the United States.

22 236. 18 U.S.C. § 1957 imposes a criminal penalty on any person who:

23 knowingly engages or attempts to engage in a monetary transaction
 24 in criminally derived property of a value greater than \$10,000 and is
 25 derived from specified unlawful activity.

26 237. For purposes of Section 1957, “Specified unlawful activity” is defined
 27 in 18 U.S.C. § 1956(c)(7)(A) and (c)(7)(B)(ii) and (iv) to include, among other
 28 things, (i) foreign offenses involving “extortion”; (ii) foreign offenses involving

1 “the misappropriation, theft, or embezzlement of public funds by or for the benefit
2 of a public official”; (iii) foreign offenses involving bribery of a public official;
3 (iv) transportation of stolen or fraudulently obtained money (18 U.S.C. § 2314);
4 (v) receipt of stolen money (18 U.S.C. § 2315); (vi) domestic bank fraud (18
5 U.S.C. § 1344); and (vii) making false statements to a financial institution (18
6 U.S.C. § 1014).

7 238. As set forth above, the defendants *in rem* were the subject of, or
8 traceable to, monetary transactions or attempted transactions involving criminally
9 -- derived property of a value greater than \$10,000 and, for the reasons set forth
10 above, the funds involved in those transactions were derived from specified
11 unlawful activity, that is, (i) foreign offenses involving “extortion”; (ii) foreign
12 offenses involving “the misappropriation, theft, or embezzlement of public funds
13 by or for the benefit of a public official”; (iii) foreign offenses involving bribery
14 of a public official; (iv) the transportation of stolen or fraudulently obtained
15 money (18 U.S.C. § 2314); (v) the receipt of stolen money (18 U.S.C. § 2315);
16 (vi) domestic bank fraud (18 U.S.C. § 1344); and (vii) making false statements to
17 a financial institution (18 U.S.C. § 1014). The foreign offenses at issue are as set
18 forth in paragraph 20, above.

19 239. The funds involved in these transactions were used to acquire the
20 defendants *in rem* as well as to provide for the enhancement, decoration,
21 maintenance and upkeep of the defendant *in rem*, including paying for the taxes
22 and insurance fees associated with these assets, and the payroll of individuals
23 retained to manage and care for the defendant assets, as well as provide for the
24 general security, preservation and safeguarding of the defendant assets.

25 240. Therefore, the defendants *in rem* are subject to forfeiture to the United
26 States pursuant to 18 U.S.C. § 981(a)(1)(A), on the grounds that they were
27 involved in transactions or attempted transactions in violation of 18 U.S.C. §
28 1957, or are traceable to such property.

THIRD CLAIM FOR FORFEITURE

(18 U.S.C. § 981(a)(1)(A))

241. Paragraphs 1 through 240 above are incorporated by reference as if fully set forth herein.

242. Pursuant to 18 U.S.C. § 981(a)(1)(A), “[a]ny property, real or personal, involved in a transaction or attempted transaction in violation of [18 U.S.C. § 1956], or any property traceable to such property,” is subject to forfeiture to the United States.

243. 18 U.S.C. § 1956(a)(1) imposes a criminal penalty on any person who:

knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity –

...

(B) knowing that the transaction is designed in whole or in part –

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity[.]

244. For purposes of Section 1956, “Specified unlawful activity” is defined in 18 U.S.C. § 1956(c)(7)(A) and (c)(7)(B)(ii) and (iv) to include, among other things, (i) foreign offenses involving “extortion”;(ii) foreign offenses involving “the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official”;(iii) foreign offenses involving bribery of a public official; (iv) transportation of stolen money (18 U.S.C. § 2314); (v) receipt of stolen money (18 U.S.C. § 2315); (vi) domestic bank fraud (18 U.S.C. § 1344); and (vii) making false statements to a financial institution (18 U.S.C. § 1014).

1 245. As set forth above, the defendant real property and memorabilia were
2 the subject of, or traceable to, financial transactions or attempted financial
3 transactions and, for the reasons set forth above, the funds involved in those
4 transactions were derived from specified unlawful activity, that is, (i) foreign
5 offenses involving “extortion”; (ii) foreign offenses involving “the
6 misappropriation, theft, or embezzlement of public funds by or for the benefit of a
7 public official”; (iii) foreign offenses involving bribery of a public official; (iv)
8 the transportation of stolen or fraudulently obtained money (18 U.S.C. § 2314);
9 (v) the receipt of stolen money (18 U.S.C. § 2315); (vi) domestic bank fraud (18
10 U.S.C. § 1344); and (vii) making false statements to a financial institution (18
11 U.S.C. § 1014). The foreign offenses at issue are as set forth in paragraph 20
12 above.

13 246. Also, as set forth above, the transactions were designed in whole or in
14 part to conceal or disguise the source, ownership, or control of the proceeds of
15 specified unlawful activity, in that, among other things, the nominal purchaser of
16 the defendant real property was Sweetwater Malibu, LLC, and the invoices for the
17 defendant memorabilia were in the name of Nguema’s assistant or a different
18 name, rather than the name of the true owner, Teodoro Nguema Obiang Mangue.

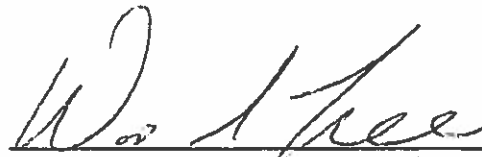
19 247. The funds involved in these transactions were used to acquire the
20 defendants *in rem* as well as to provide for the enhancement, decoration,
21 maintenance and upkeep of these defendants *in rem*, including paying for the
22 taxes and insurance fees associated with these assets, the payroll of individuals
23 retained to manage and care for the defendant assets, as well as provide for the
24 general security, preservation and safeguarding of these defendant properties.

25 248. Therefore, the defendant real property and the defendant memorabilia
26 are subject to forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(A),
27 on the grounds that they were involved in transactions or attempted transactions in
28 violation of 18 U.S.C. § 1956(a)(1)(B)(i), or are traceable to such property.

CLAIM FOR RELIEF

WHEREFORE plaintiff, the United States of America, requests that judgment be entered in its favor and against the defendants *in rem*, and that process issue to enforce the forfeiture of the defendants *in rem*, and that all persons having an interest in the defendants *in rem* be cited to appear and show cause why the forfeiture should not be decreed, and that this Court decree forfeiture of the defendants *in rem* to the United States of America for disposition according to law, and that this Court grant the United States such further relief as this Court may deem just and proper, together with the costs and disbursements in this action.

DATED: December 12, 2013 JAIKUMAR RAMASWAMY, CHIEF
ASSET FORFEITURE AND MONEY
LAUNDERING SECTION, Criminal Division



DANIEL H. CLAMAN, Assistant Deputy Chief

WOO S. LEE, Trial Attorney
STEPHEN A. GIBBONS, Trial Attorney
Criminal Division
United States Department of Justice

ANDRÉ BIROTTE, JR.
United States Attorney
STEVEN WELK
Assistant United States Attorney
Chief, Asset Forfeiture Section

Attorneys for Plaintiff
UNITED STATES OF AMERICA

VERIFICATION

1 I, Brian McCormick, hereby verify and declare under penalty of perjury
2 that I am a Special Agent with Homeland Security Investigations, that I have
3 read the foregoing Verified Complaint for Forfeiture In Rem and know the
4 contents thereof, and that the matters contained in the Verified Complaint
5 are true to the best of my knowledge and belief.
6

7 The sources of my knowledge and information and the grounds of my
8 belief are official files and records of the United States, publicly
9 available files and historical information, files and records compiled by the
10 Senate Permanent Subcommittee on Investigations, information supplied to me
11 by other law enforcement officers, experts, and other witnesses, as well as
12 my investigation in this case, together with others, as a Special Agent of
13 Homeland Security Investigations.

14 I hereby declare under penalty of perjury that the foregoing is true
15 and correct.

16 Executed this 11 day of December, 2013, at 1:45pm E.S.T.
17

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19 

20 Brian McCormick
21 Special Agent
22 Homeland Security Investigations
23 U.S. Department of Homeland Security
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ATTACHMENT A-1:

ICONS AND IDOLS

Lot No.	Description	Price
586	MICHAEL JACKSON BAD TOUR GLOVE	275,000.00
573	"WE ARE THE WORLD" MTV VIDEO MUSIC AWARD	60,000.00
585	MICHAEL JACKSON STAGE WORN FEDORA	60,000.00
621	MICHAEL JACKSON STAGE WORN FEDORA	60,000.00
553	MICHAEL JACKSON SIGNED FEDORA	42,500.00
549	MICHAEL JACKSON SIGNED THRILLER JACKET	40,000.00
650B	M.J. STAGE WORN SIGNED GOLD FENCING SHIRT	30,000.00
606	MICHAEL JACKSON WORN FEDORA	25,000.00
556	MICHAEL JACKSON "GOLD" RECORD AWARD	10,000.00
576	"WE ARE THE WORLD" SIGNED DOCUMENT ARCHIVE	10,000.00
575	"WE ARE THE WORLD" SIGNED ALBUM	8,000.00
650	M.J. NEVERLAND RANCH GOLD & COUNTRY BY	7,000.00
580	MICHAEL JACKSON SIGNED SHEET MUSIC	6,500.00
617	MICHAEL JACKSON SIGNED PHOTOGRAPH	5,250.00
624	MICHAEL JACKSON KATHERINE BAUMANN BAG	5,000.00
557	MICHAEL JACKSON "THRILLER" RECORD AWARD	4,500.00
589	MICHAEL JACKSON SIGNED BAD ERA POSTER	4,000.00
635a	M. JACKSON AND TROY AIKMAN SIGNED FOOTBALL	4,000.00
579	MICHAEL JACKSON "PLATINUM" RECORD AWARD	3,500.00
588	MICHAEL JACKSON SIGNED PHOTO	3,250.00
558	M. JACKSON SIGNED "THRILLER" 12-INCH SINGLE	3,000.00
584	M.JACKSON AND PAUL MCCARTNEY SIGNED BAG	3,000.00
540	JACKSON 5 "GOLD" SINGLE AWARD	2,500.00
614	MICHAEL JACKSON SIGNED BANNER	2,400.00
616	MICHAEL JACKSON SIGNED POSTER	2,400.00
550	M. JACKSON SIGNED PHOTOGRAPH FROM DISNEYLAND	2,250.00
647	M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE O	2,250.00
645	M. JACKSON NEVERLAND RANCH LIFE SIZED SEATED	2,000.00
646	M. JACKSON NEVERLAND RANCH LIFE SIZE INDIAN F	2,000.00
648	M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE Y	2,000.00
539	JACKSON 5 "GOLD" RECORD AWARD	1,500.00
650C	M. JACKSON SIGNED "LIVE AND DANGEROUS" BOOK	1,500.00
555	M. JACKSON "THRILLER" COMMEMORATIVE STATUE	1,400.00
623	M. JACKSON KATHARINE BAUMANN FOOTBALL BAG	1,400.00
610	M. JACKSON SIGNED HISTORY MAGAZINE CUTOUT	1,300.00
643	M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE O	1,300.00
642	M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE O	700.00
644	M. JACKSON NEVERLAND RANCH LIFE SIZE WESTERN	700.00
603	MICHAEL JACKSON STATUETTE	600.00
	SUBTOTAL	697,700.00
	PLUS 25% BUYER'S PREMIUM	174,425.00
	TOTAL	872,125.00

ATTACHMENT A-2:

ROCK N ROLL

Lot No.	Description	Price
180	MICHAEL JACKSON'S PERSONAL MTV MOONMAN	50,000.00
	PLUS 20% BUYER'S PREMIUM	<u>10,000.00</u>
	TOTAL	60,000.00
152	M. JACKSON "GOLD" RECORD AWARD FOR "BEAT IT"	10,000.00
139	JACKSON 5 "GOLD" RECORD AWARD	6,500.00
164	M. JACKSON ARTIST OF THE DECADE LIMITED EDITION	6,500.00
148	MICHAEL JACKSON SIGNED THRILLER DISPLAY	6,000.00
153	MICHAEL JACKSON THRILLER RECORD AWARD	4,500.00
154	MICHAEL JACKSON THRILLER DISPLAY	4,500.00
147	M. JACKSON THRILLER COMMEMORATIVE AWARD	3,000.00
186	M. JACKSON CARLITTA COLLECTION FIGURINES	1,600.00
185	M. JACKSON PORCELAIN HISTORY FIGURINE	600.00
183	M. JACKSON CARLITTA COLLECTION FIGURINE	400.00
184	MICHAEL JACKSON WHITE HISTORY FIGURINE	<u>400.00</u>
	SUBTOTAL	44,000.00
	PLUS 25% BUYER'S PREMIUM	<u>11,000.00</u>
	TOTAL	55,000.00
	GRAND TOTAL	115,000.00

ATTACHMENT A-3

Lot #	Item	Price	
565	MICHAEL JACKSON "SCREAM" SHIRT	60,000.00	
606	MICHAEL JACKSON WIG	60,000.00	
467	MICHAEL JACKSON MOTOWN PERF. SHIRT	51,000.00	
	20% BUYER'S PREMIUM	34,200.00	
	TOTAL		205,200.00
585	MICHAEL JACKSON MILITARY STYLE JACKET	25,000.00	
481	MICHAEL JACKSON "PLATINUM" RECORD AWD	16,000.00	
479	MICHAEL JACKSON "GOLD" RECORD AWARD	15,000.00	
525	MICHAEL JACKSON IN-HOUSE RECORD AWARD	9,500.00	
509	MICHAEL JACKSON "GOLD" RECORD AWARD	8,500.00	
484	MICHAEL JACKSON SIGNED THRILLER NOTE	7,250.00	
446	EPIC PRESENTATION AWARD	6,500.00	
458	EMMY AWARD FOR THE JACKSONS: AMER DRM	6,500.00	
486	M. JACKSON SIGNED PRESENTATION AWARD	6,000.00	
488	MICHAEL JACKSON "GOLD" RECORD AWARD	5,000.00	
444	MICHAEL JACKSON PLATINUM RECORD AWARD	4,500.00	
469	M. JACKSON & P. MCCARTNEY SIGNED PHOTO	4,500.00	
474	MICHAEL JACKSON LIFE MASK	4,500.00	
592	RIAA "PLATINUM" RECORD AWARD	4,500.00	
490	MICHAEL JACKSON IN-HOUSE RECORD AWARD	4,250.00	
405	MOTOWN PRESENTATION RECORD	3,500.00	
443	MICHAEL JACKSON "GOLD" RECORD AWARD	3,250.00	
449	THE JACKSONS "PLATINUM" RECORD AWARD	2,750.00	
569	MICHAEL JACKSON PORCELAIN STATUETTE	1,600.00	
403	MOTOWN RECORD AWARD	1,000.00	
	SUBTOTAL	139,600.00	
	25% BUYER'S PREMIUM	34,900.00	
	TOTAL		174,500.00
	GRAND TOTAL		379,700.00

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EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGE 407, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS, SAID POINT OF BEGINNING BEING NORTH 46° 08' 15" WEST 60 FEET FROM ENGINEER'S CENTER LINE STATION 936 PLUS 62.94 AT THE WESTERLY EXTREMITY OF THAT CERTAIN CENTER LINE COURSE DESCRIBED AS NORTH 43° 51' 45" EAST 362.63 FEET IN THE DEED OF THE 80 FOOT STRIP OF LAND FROM T. R. CADWALADER, ET AL., TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228 PAGE 342, OFFICIAL RECORDS; THENCE NORTH 43° 51' 45" EAST 189.63 FEET ALONG THE NORTHERLY LINE OF SAID FIRST MENTIONED STRIP; THENCE NORTH 46° 08' 15" WEST 192.92 FEET; THENCE NORTH 31° 32' 55" EAST 214.93 FEET; THENCE NORTH 42° 01' 59" EAST 186.06 FEET; THENCE NORTH 54° 23' 15" EAST 77.65 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO CHESTER A. VOUGHT AND WIFE RECORDED IN BOOK 20254 PAGE 69, OFFICIAL RECORDS; THENCE NORTH 53° 17' 55" EAST 152.26 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 32° 19' 55" WEST 119.27 FEET; THENCE NORTH 46° 58' 55" EAST 28.96 FEET; THENCE 50° 59' 55" WEST 161.73 FEET; THENCE NORTH 62° 09' 00" WEST 123.16 FEET; THENCE SOUTH 60° 48' 00" WEST 21.76 FEET; THENCE SOUTH 29° 12' EAST 75 FEET; THENCE SOUTH 60° 48' WEST 183.01 FEET; THENCE SOUTH 45° 17' 30" WEST 139.76 FEET; THENCE SOUTH 62° 12' 40" WEST 258.81 FEET; THENCE NORTH 44° 07' 06" WEST 158.98 FEET TO THE CENTER LINE DESCRIBED IN THE DEED TO SANGER W. CRUMPACKER ET AL., RECORDED JANUARY 22, 1944 AS INSTRUMENT NO. 973 IN BOOK 20517 PAGE 382, OFFICIAL RECORDS; THENCE ALONG SAID CENTER LINE AS TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 183.32 FEET SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 171.24 FEET, TANGENT SOUTH 01° 48' 25" WEST 256.65 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 253.04 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE 79.24 FEET; TANGENT SOUTH 17° 30' 35"; THENCE EAST 104.43 FEET, SOUTH 27° 05' 15" EAST 386.93 FEET AND SOUTH 20° 53' 35" EAST 25.83 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS, SAID LAST MENTIONED POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1450 FEET AND THE RADIAL BEARING TO SAID POINT BEING SOUTH 22° 47' 36" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 590.71 FEET; THENCE TANGENT NORTH 43° 51' 45" EAST 12.21 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL RIPARIAN RIGHTS OF SAID LANDS AND ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS BUT WITHOUT SURFACE RIGHT TO GO UPON SAID LANDS TO EXTRACT SAID SUBSTANCES AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, A

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Attachment B

CORPORATION RECORDED FEBRUARY 14, 1944 IN BOOK 20657 PAGE 140, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED NOVEMBER 16, 1948 AS INSTRUMENT NO. 2085 IN BOOK 28732 PAGE 310, OFFICIAL RECORDS.

PARCEL 2:

A PARCEL OF LAND BEING A RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGE 407 ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS AT THE NORTHEASTERLY EXTREMITY OF THE COURSE DESCRIBED AS "NORTH 43° 51' 45" EAST 189.63 FEET" IN THE DEED TO THE MYLES EDWARD CONNOLLY AND WIFE RECORDED IN BOOK 20657 PAGE 146, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF THE LAND DESCRIBED IN SAID DEED TO CONNOLLY AND WIFE; NORTH 46° 00' 15" WEST 192.92 FEET AND NORTH 31° 32' 55" EAST 193.51 FEET; THENCE SOUTH 45° 44' 11" EAST 234.25 FEET TO A POINT IN THE NORTHWESTERLY LINE BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2060 FEET, THE RADIAL BEARING TO SAID POINT BEING NORTH 45° 44' 11" WEST; THENCE ALONG SAID NORTHWESTERLY LINE SOUTHWESTERLY ALONG SAID CURVE 14.42 FEET AND SOUTH 43° 51' 45" WEST 173.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF BUT WITHOUT RIGHT OF ENTRY, AS RESERVED BY MARBLEHEAD LAND COMPANY IN DEED RECORDED OCTOBER 17, 1944 IN BOOK 21321 PAGE 347, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED NOVEMBER 16, 1948 AS INSTRUMENT NO. 2085 IN BOOK 28732 PAGE 310, OFFICIAL RECORDS.

PARCEL 3:

A. AN EASEMENT FOR ROAD PURPOSES TO BE USED IN COMMON WITH OTHERS OVER A STRIP OF LAND 40 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY EXTREMITY OF THE COURSE DESCRIBED AS NORTH 62° 09' 00" WEST 123.16 FEET IN THE DESCRIPTION OF THE PARCEL HEREIN CONVEYED; THENCE NORTH 62° 09' 00" WEST 123.16 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 229.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 262.44 FEET; THENCE TANGENT NORTH 03° 25' 05" EAST 36.35 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 136.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 129.36 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 91.02 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 138.63 FEET; THENCE TANGENT SOUTH 41° 50' 55" WEST 114.41 FEET, MORE OR LESS TO A POINT IN THE CENTER LINE OF THE EASEMENT FOR ROAD AND HIGHWAY PURPOSES 50 FEET IN WIDTH DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO SANGER W. CRUMPACKER ET AL., RECORDED JANUARY 22, 1944 IN BOOK 20517 PAGE 382, OFFICIAL RECORDS, SAID LAST MENTIONED POINT BEING NORTH 20° 32' 35" EAST 124.79 FEET FROM THE SOUTHWESTERLY EXTREMITY OF THAT

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CERTAIN COURSE DESCRIBED IN SAID DEED AS NORTH 20° 32' 35" EAST 158.00 FEET.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINE OF PARCEL 1.

B. AN EASEMENT FOR ROAD PURPOSES TO BE USED IN COMMON WITH OTHERS OVER A STRIP OF LAND 50 FEET IN WIDTH LYING 25 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE DESCRIBED IN THE DEED TO SANGER W. CRUMPACKER ET AL., RECORDED JANUARY 22, 1944 IN BOOK 20517 PAGE 382, OFFICIAL RECORDS DISTANT THEREON NORTH 20° 32' 35" EAST 124.79 FEET FROM THE SOUTHWESTERLY TERMINUS OF THAT COURSE DESCRIBED IN SAID DEED AS NORTH 20° 32' 35" EAST 158.00 FEET; THENCE SOUTH 26° 32' 35" WEST 124.79 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 206.84 FEET; THENCE ALONG SAID CURVE AND SAID CENTER LINE SOUTHERLY 130.93 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 178.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND CENTER LINE 136.89 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 487.46 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 221.52 FEET TO THE NORTHWESTERLY TERMINUS OF THE COURSE IN THE BOUNDARY OF THE LAND ABOVE DESCRIBED AS NORTH 44° 07' 06" WEST 158.98 FEET; THENCE ALONG SAID BOUNDARY AS FOLLOWS:

SOUTH 55° 19' 33" WEST 229.74 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 183.32 FEET SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 171.24 FEET TANGENT SOUTH 01° 48' 25" WEST 256.55 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 235.04 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE 79.24 FEET TANGENT SOUTH 17° 30' 35" EAST 104.43 FEET, SOUTH 27° 05' 15" EAST 386.93 FEET AND SOUTH 20° 53' 35" EAST 25.83 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF PARCEL 1.

APN: 4452-017-009 and 4452-019-001

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ATTACHEMENT C

Penal Code of Equatorial Guinea

Article 131

Any public official who, abusing his position, compromises the dignity or the interests of the Spanish Nation in a manner not included in this chapter shall be punished with long-term imprisonment and debarment.

Article 196.

Any public official who expropriates the property of a national or foreigner, outside of the permitted cases and without meeting the legal requirements, shall incur the penalties of suspension and a fine of 5,000 to 25,000 pesetas.

Article 198

Any Authority or public official who, taking advantage of his position, practices any profession directly related to the sphere of his official authority or involves himself directly or indirectly in private associations or companies with the intent to profit, shall incur debarment and a fine of 5,000 to 250,000 pesetas.

Article 200

Any Minister who orders payment of a tax not authorized by law shall be punished with permanent debarment and a fine of 10,000 to 500,000 pesetas.

Article 202

Any public officials who demand, from State, Provincial, or Municipal taxpayers, the payment of taxes not authorized by the respective laws or Councils shall incur the penalties of suspension and a fine of 5,000 to 50,000 pesetas. If such exaction took effect, the maximum of the penalties herein provided shall be imposed. If compulsion or another means of coercion is used, the penalties shall be permanent debarment and the fine herein provided.

Article 385

Any public official who solicits or receives, on his own or through an intermediary, a gift or contribution, or accepts an offer or promise in exchange for carrying out an act which is related to the duties of his position and which constitutes a crime, shall be punished with short-term imprisonment and a fine equal to or up to three times the value of the gift, without prejudice to the penalty for the crime committed in connection with the gift or promise.

Article 386

Any public official who solicits or receives, on his own or through an intermediary, a gift or contribution, or accepts an offer or promise in exchange for carrying out an unjust act which is related to the duties of his position and which does not constitute a crime, and who carries out such act, shall incur the penalty of short-term imprisonment and a fine of equal to or up to three times the value of the gift; if the unjust act is not carried out, the penalties of brief imprisonment and a fine of equal to or up to two times the value of the gift shall be imposed.

Article 387

When the gift is solicited, received, or promised with the intent that the public official refrain from an act which he should carry out in the discharge of his duties, the penalties shall be brief imprisonment and a fine of equal to or up to three times the value of such gift.

Article 390

Any public official who accepts gifts that may be presented to him in the normal course of duties for his office, or in order to secure a just act that should not be compensated, shall be punished with suspension and a fine of 5,000 to 25,000 pesetas.

Article 394

Any public official who steals or consents to the stealing by another person of the public funds or property that may be under his control or at his disposal by virtue of his duties shall be punished:

1st With the penalty of brief imprisonment if the theft does not exceed 2,500 pesetas.

2nd With the penalty of short-term imprisonment if the theft exceeds 2,500 pesetas and is not greater than 50,000 pesetas.

3rd With the penalty of long-term imprisonment if the theft exceeds 50,000 pesetas and is not greater than 250,000 pesetas.

4th With the penalty of long-term imprisonment if the theft exceeds 250,000 pesetas.

The Court shall impose the penalty it deems appropriate of those provided in the preceding numbers if, in its judgment, theft occurred, and the amount thereof is not proven. In all cases, the penalty of permanent debarment shall be imposed additionally.

Article 400

Any public official who, in the normal course of duties for his position, on a committee related to supplies, contracts, adjustments, or liquidations of public property or assets, acts in concert with the interested parties or speculators, or uses any other artifice to defraud the State, Provinces, or Municipality, shall incur the penalties of short-term imprisonment and debarment.

Article 401

Any public official who, directly or indirectly, holds an interest in any type of contract or operation in which he must be involved by reason of his position shall be punished with the penalties of debarment and a fine equal to or up to three times the interest he held in the arrangement. This provision is applicable to experts, arbiters, and private accountants, in respect of the property or things in the appraisal, partition, or awarding of which they took part, and to guardians or executors in respect of the property or things belonging to their wards or decedents' estates.

Article 404

Any Judges, officials from the Office of the Attorney General, military Commanders, or government or economic Leaders, except Mayors, who during the discharge of their duties take part directly or indirectly in speculative, trading, or for-profit transactions, within the limits of their jurisdiction or command, involving objects that are not the product of their own property, shall be punished with suspension and a fine of 5,000 to 25,000 pesetas. This provision does not apply to those who invest their funds in shares of a Bank or of any enterprise or company, as long as they do not hold a position or have direct, administrative, or economic involvement therein.

Article 493

Anyone who threatens to cause felonious physical or moral harm or property damage to another individual or his family shall be punished:

1st By a misdemeanor prison term if the threat was made by demanding payment of a sum or imposing any other condition, even if not illegal, and the guilty party was able to achieve his end; and by a period of brief imprisonment if the end was not achieved. The maximum punishment shall be imposed if the threats were made in writing or in the name of real or fictitious entities.

2nd By a period of brief imprisonment and a fine of 5,000 to 25,000 pesetas if the threat was not conditional.

Article 496

Anyone who, without being legally authorized to do so, and through violent means, prevents another from doing anything that the Law does not prohibit, or forces him to do something he does not want to do, whether fairly or unfairly, shall be punished by brief imprisonment and a fine of 5,000 to 50,000 pesetas.

Article 503

Anyone who, through violence or intimidation, and in order to defraud another individual, forces him to sign, grant or quit claim a public instrument or another document shall be punished, as guilty of theft, by the penalty indicated in this chapter.

Article 528

Any person who defrauds another in regard to the substance, quantity, or quality of the things he delivers to such person pursuant to an obligation shall be punished:

1st With the penalty of long-term imprisonment if the fraud exceeds 100,000 pesetas.

2nd With the penalty of short-term imprisonment if it exceeds 25,000 pesetas and is not greater than 100,000 pesetas.

3rd With the penalty of brief imprisonment if the fraud exceeds 2,500 pesetas and is not greater than 25,000 pesetas.

4th With the penalty of brief imprisonment if the fraud does not exceed 2,500 pesetas and the defendant previously was convicted of the offense of robbery, larceny, fraud, misappropriation, check floating, or concealment, or tried two times for misdemeanor offenses of larceny, fraud, or misappropriation. *Worded in accordance with Law 3/1967, of 8 April.*

Article 533

Any person who defrauds or adversely affects another using any deception not provided for in the preceding articles of this section shall be punished with a fine equal to or up to two times the harm he may have caused, but which shall be not less than 5,000 pesetas, and in the case of subsequent violations, with the same fine and brief imprisonment.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Christina A. Snyder and the assigned Magistrate Judge is Alicia G. Rosenberg.

The case number on all documents filed with the Court should read as follows:

2:13-CV-9169-CAS (AGRx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

December 12, 2013

Date

By MDAVIS
Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

United States of America

DEFENDANTS (Check box if you are representing yourself ☐)

One Michael Jackson Signed Thriller Jacket And Other Michael Jackson Memorabilia;
Real Property Located On Sweetwater Mesa Road In Malibu, California; One 2011
Ferrari 599 GTO

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

Woo S. Lee, Trial Attorney, 1400 New York Avenue, N.W., 10th Floor
Washington, D.C. 20530, Tel: (202) 514-1263, Woo.Lee@usdoj.gov
Steven R. Welk, Assistant United States Attorney, 312 N. Spring Street, 14th Floor
Los Angeles, CA 90012 Tel: (213)894-6166, Steven.Welk@usdoj.gov

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☒ 1. U.S. Government Plaintiff ☐ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | |
|---|---|---|---|
| Citizen of This State | PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In this State | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No ☐ **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

18 U.S.C. §§ 981(a)(1)(A) and (C)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL PROPERTY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth In Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input checked="" type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV 13-09169

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This Initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? Then check the box below for the county in which the majority of DEFENDANTS reside.	A DEFENDANT? Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input checked="" type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the Initial division determined by Question A, B, or C above: →	Western

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ NO ☒ YES

If yes, list case number(s): CV 11-03582 GW

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):



DATE: December 12, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))